

Contract No: 450-M1

**Notice of Award, Offer Letter, and
Certification of Prices, Terms &
Conditions**

S U S A N
C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



Texas Comptroller of Public Accounts

May 27, 2010

Chris Waits
Home Depot U.S.A., Inc.
2455 Paces Ferry Road., N.W.
Atlanta, GA 30339

RE: Contract No. 450-M1
Contract Period 05/27/10 through 11/30/11


Dear Mr. Waits:

Your company has been awarded a contract under the Texas Procurement and Support Services (TPASS) program. The period of the contract is shown above and will coincide with the contract period of your contract, 05091 with U.S. Communities (USC)/County of Maricopa (Arizona). As stated in your contract with the State of Texas, Terms and Conditions, you are responsible for notifying the Texas Comptroller of Public Accounts (CPA) within thirty (30) calendar days of any change in the status of your contract with USC or amendments to the County of Maricopa.

All terms and conditions set forth in the document that you signed as a part of your offer to the State are made a part of this TPASS Managed Contract (TMC). The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the CPA and the contractor to attempt to resolve all disputes arising under this contract.

In order to facilitate catalog access to TPASS Managed Contract contractor catalogs, the CPA will maintain a web page which will include your TPASS Managed contract. If you have any questions regarding any requirements relating to the TPASS program, please contact Richard San Jose at 512-463-3421.

Respectfully,


Martin A. Hubert
Deputy Comptroller



**IV. Clarifications to the Texas Comptroller of Public Accounts TPASS Model Contract
Standard Terms and Conditions**

Home Depot provides the following information as previously identified in this proposal package, regarding the terms in the model contract provided by the Texas Comptroller of Public Accounts. Upon award, it is anticipated that these clarifications will take precedence over any conflicting terms in the RFP and the standard contract terms.

1. Certification of Accuracy (Model Contract Paragraph 3)

The pricing associated with Home Depot's US Communities contract, and this proposal, is based upon our everyday low retail price – with an associated rebate. All information associated with this pricing policy is true and correct. Prices are considered current at the time of transaction.

2. Future Notices (Model Contract Paragraph 5)

Home Depot will notify the State regarding any price reduction provisions under the US Communities contract that are directly related to procurements through the TPASS contract.

3. Parties to the Contract (Model Contract Paragraph 6)

(a) Home Depot is provided the capability to cite when provisions that affect the US Communities contract are/or are not applicable to the State contract, through notification to the State Contracting Officer.

4. Specific Changes to Provisions Included in the Contractor's Schedule Contract (Model Contract Paragraph 7)

(c) Payment is to be made at the time of transaction processed via a registered credit card or a Home Depot Account. Home Depot can accept Purchase Orders (POs) provided that at the time of transaction a payment vehicle is provided – such as a Home Depot Account or credit card number. These transactions will be processed as a credit card sale

(d) Shipment of Products for Warranty will be in accordance with the manufacturers warranty information. The Home Depot will provide assistance, to the extent practicable, in working with the customer to provide manufacturer information associated with warranty issues.



IV. Clarifications to the TPASS Model Contract Standard Terms and Conditions
(continued)

- (j) The URL “hot link” will provide information regarding store locations and points-of-contact for procuring products. As a store front retailer, Home Depot does not have a catalog.

5. Contractor Quarterly Sales Report (Model Contract Paragraph 8)

Home Depot will keep a record of the purchases made pursuant to the US Communities Contract as well as Contractor’s performance and submit a report of such purchases and performance to US Communities on a quarterly basis, whereas the State will have access to analyze the sales information therein. This quarterly report provides for comparative purchases on registered State credit cards (and/or associated Home Depot Net 30 Accounts) and the transaction specific information provided on the card providers invoice. In addition, on a no more than a bi-annual ad hoc basis, the Contractor can provide the State with specific purchase information that may include elements such as: year-to-date total and the following information for the preceding quarter: number of orders, product (SKU) level sales data, total order volume (dollar value), total number of orders by User Agency (as registered with Contractor), and any additional requested information.

This reporting will be considered the entirety of the reporting under this agreement.

6. Payment; Travel Expenses (Model Contract Paragraph 12) and Invoice Requirement (Model Contract Paragraph 13)

Payment is required to be made at the time of transaction processed via a registered credit card or registered Home Depot Net 30 account. Home Depot can accept Purchase Orders (POs) provided that at the time of transaction a payment vehicle is provided – such as a Home Depot Net 30 account or credit card number. These transactions will be processed as a credit card sale. Invoicing is not required.

7. Audit Requirements (Model Contract Paragraph 14)

Consistent with the 3/17/08 note from the Deputy General Counsel for Texas Procurement and Support Services, the State Auditor’s office has identified the following: Interpretation of the audit clause is that any audit or investigation would only cover the use of state funds by the contractor. It would not branch into any transactions outside of those involving state funds. The scope of an audit would be purchases made using state funds.



IV. Clarifications to the TPASS Model Contract Standard Terms and Conditions
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8. Notification of Price Increases (Model Contract Paragraph 15)
As a retailer, not a catalog-based wholesaler, the retail locations will support the authorized state procurement customers with our everyday low retail prices, and the price-matching promise available to all purchasers. A representative price list will be provided periodically upon request, to demonstrate the value the TPASS procuring entities will have through our retail locations. This price list is based upon the prices on the day it was created. Although normal price fluctuations are minimal, it is important to obtain the price of any requested product the day the transaction is expected to occur.
9. Termination; Survival (Model Contract Paragraph 19)
Home Depot is afforded consistent termination for convenience capabilities upon thirty (30) calendar days written notice.
10. Deliveries (Model Contract Paragraph 21)
Purchases are considered FOB Origin. An operating premise for retail outlets is that most customers will take their purchases with them; delivery from retail outlets, while offered, should be viewed as a convenience above and beyond usually expectations. Delivery of specific transactions can be discussed with the store processing that transaction, with assessments made on a case-by-case basis.
11. Contractor Affirmations (Model Contract Paragraph 26)
 - (f) Consistent with the 3/17/08 note from the Deputy General Counsel for Texas Procurement and Support Services, to the extent permitted under the Constitution and laws of the State of Texas, indemnification is only associated with negligent, intentional or tortious acts or omissions of Home Depot.
12. Order Of Priority (Model Contract Paragraph 35)
If there is any inconsistency or conflict between the model contract, any provision of anything incorporated by reference, and the clarifications included in Home Depot's submittal, the latter shall take precedence.



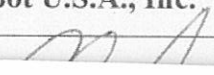
Home Depot U.S.A. Inc.
Proposal for a
TPASS Managed US Communities Based Contract
Enclosure (1) Clarifications Update

IV. Clarifications to the TPASS Model Contract Standard Terms and Conditions
(continued)

13. Entire Agreement (Model Contract Paragraph 36)

Include these clarifications as part of the entire agreement and will take precedence over any conflicting terms in the RFP and the standard contract terms.

TO SHOW THEIR AGREEMENT, the parties have caused this Contract Clarification document to be executed by their undersigned, duly authorized representatives on the date(s) below and this Contract is effective as of the date of signature by the State.

State of Texas	Home Depot U.S.A., Inc.
Texas Comptroller of Public Accounts	
SIGNATURE ON FILE	SIGNATURE ON FILE
NAME: Martin A. Hubert	NAME: Chris Waits
TITLE: DEPUTY COMPTROLLER	TITLE: Vice-President, Pro Business
DATE: 5/27/10	4/30/10

Contract No: 450-M1

Terms and Conditions

STATE OF TEXAS
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
TEXAS PROCUREMENT AND SUPPORT SERVICES (TPASS)

THIS CONTRACT is by and between the STATE OF TEXAS ("State") acting through the TEXAS COMPTROLLER OF PUBLIC ACCOUNTS ("CPA"), with offices in the LBJ State Office Building, 111 E. 17th Street, Austin, Texas 78774 and Home Depot U.S.A., Inc.
____ ("Contractor") with offices at 2455 Paces Ferry Road Atlanta, GA 30339

1. BACKGROUND:

Maricopa County, AZ (the "Lead Public Agency") has entered into a contract with the Contractor for the purchase of MRO Supplies (the "Master Agreement"). U.S. Communities Government Purchasing Alliance ("U.S. Communities") administers purchases under the Master Agreement to other public agencies ("Participating Public Agencies") on a national basis. Such a cooperative agreement is not a commitment to purchase any goods or services; it is only a convenient way to do so should an authorized entity so choose during the Master Agreement's term.

The Texas Comptroller of Public Accounts has also determined that the Master Agreement offers goods or services that may be of interest to various state agencies and local governments and has therefore decided to use the Master Agreement as a basis for a state cooperative purchasing contract with the Contractor. This state cooperative purchasing contract (the "Contract") establishes terms and conditions under which a State Agency or Local Government (as defined below) may acquire the Contractor's goods or services, but in no manner obligates any State Agency or Local Government to do so.

TERMS & CONDITIONS

2. COMPOSITION OF CONTRACT:

- (a) This Contract consists of the terms of the Master Agreement, Number 05091 as modified, as amended by this Contract (*see Paragraph 36 "ENTIRE AGREEMENT"*). The Contract consists of all the documents and materials incorporated in Master Agreement. Those documents include, among possible others, the Lead Public Agency's original solicitation, the Contractor's offer to the Lead Public Agency, with amendments, the Contractor's best and final offer letter, the final award, and the Contractor's most current version of its price schedule (the, "Authorized Price List").
- (b) Additionally, all representations, clarifications, and certifications submitted by the Contractor as a part of that contracting process are also included, as well as any laws, regulations, documents, guidelines, and other materials incorporated by reference in the Master Agreement.

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- (c) It is recognized that prices reflected in the Master Agreement are maximum prices. A State Agency, Local Government or other Participating Public Agency may negotiate a lower price for goods and services listed in the Master Agreement.

3. CERTIFICATION OF ACCURACY:

The Contractor hereby certifies that all copies of the Contractor's Authorized Price List that were submitted to the State as part of the negotiation of this Contract are true, correct, current, and complete copies of that Authorized Price List. The Contractor further represents and warrants that all future Authorized Price Lists submitted to revise this Contract will also be true, correct, current, and complete copies of the then-current Authorized Price List under the Master Agreement.

4. REPRESENTATIONS:

The Contractor warrants that all certifications and representations made to Lead Public Agency and U.S. Communities as a basis for obtaining or as a part of the Master Agreement were and still are true and accurate. The Contractor further agrees that such representations are a basis for the State entering into this Contract and that such representations and certifications inure to the State's benefit.

5. FUTURE NOTICE:

The Contractor acknowledges that any continuing obligation to notify Lead Public Agency or U.S. Communities of changes affecting the Master Agreement, including by way of example, notices required under the price reduction provisions of the Master Agreement, must be provided in the same manner to the State. The State's rights under those notices will be the same as the rights of the original parties to the Master Agreement. Additionally, the Contractor agrees to notify the State within thirty (30) calendar days of all changes in the status of, or amendments to, the Master Agreement.

6. PARTIES TO THE CONTRACT:

- (a) References to the "Contracting Officer" will mean the State representative, or their successor or designee, who signed this Contract on behalf of the State. Additionally, for purposes of this Contract, all rights and obligations of the Contractor and the Lead Public Agency under the Master Agreement, except to the extent that such would create an absurdity, or are otherwise clearly inappropriate, or would violate state or federal law, will be rights and obligations between the Contractor and the State.
- (b) This Contract may be relied on by any "State Agency" as defined under §2251.001(8), Texas Government Code and any "Local Government" as defined under §271.101, Texas Local Government Code. Whenever a Local Government relies upon this Contract to issue a purchase order, the Local Government will step into the shoes of the

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State under this Contract. Any order placed by a Local Government under this contract will be between the Contractor and the Local Government. The Contractor will look solely to the Local Government for performance, including but not limited to payment, and will hold the State harmless with regard to such orders. The State, however, will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Local Government.

- (c) Nothing in this Contract requires the Contractor to accept an order from a Local Government where the Contractor reasonably believes that the Local Government is or will be unable to perform its obligations in relation to that order.
- (d) Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under this Contract. Contractor or Contractor's employees, representatives, agents, and any subcontractors shall not be employees of the State. Should Contractor subcontract any of the services required in this Contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the State is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Contract.

7. SPECIFIC CHANGES TO PROVISIONS INCLUDED IN THE MASTER AGREEMENT:

The State and the Contractor agree to the following changes to specific provisions of the Master Agreement, notwithstanding anything to the contrary contained in the Master Agreement:

- (a) All equipment will be new and all replacement parts will be new.
- (b) The ordering and payment addresses under this Contract will be those contained in the Contractor's offer letter to the State.
- (c) Payments and invoicing will be in accordance with the terms discussed under Paragraph 12 "PAYMENT; TRAVEL EXPENSES" and Paragraph 13 "INVOICE REQUIREMENTS", below.
- (d) All shipping of equipment under warranty for repairs will be at the Contractor's expense.
- (e) All references to hours of the day will be deemed to be references to Central Standard/Daylight Time.

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- (f) The State will not purchase goods or services for overseas delivery, or provide the Contractor with overseas support.
- (g) The Contractor will not offer to the State any products that are not Year 2000 compliant. All such items listed in the Contractor's Authorized Price List are deleted for purposes of the State.
- (h) For administrative convenience and to satisfy a total best value procurement requirement, a purchasing entity may, if the quoted price is determined to be fair and reasonable, purchase incidental items that are not on the Master Agreement. The purchase of incidental, off schedule items will be treated as an open market purchase and clearly labeled on the schedule purchase order as open market items. Contractor agrees that all purchases made by a State Agency or Local Government under this Contract shall be reported to U.S. Communities as purchases made under the Master Agreement.
- (i) Those terms and conditions of the Master Agreement not specifically referenced by the amendments delineated under this heading shall remain unchanged.
- (j) The Contractor will provide a Universal Resource Locator (URL) address that is exclusive to the Contractor's TPASS-Managed contract and catalog. The "hot link" must allow users access to the Contractor's TPASS-Managed catalog from the CPA website.

8. CONTRACTOR QUARTERLY SALES REPORT:

- (a) The Contractor shall report to the State the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales under this Contract. The dollar value of the sale shall be the price paid by the contract user for the products and services on a contract task or delivery order, as recorded by the Contractor.
- (b) The Contractor shall report the quarterly dollar value of sales electronically in the on-line format provided by CPA (See Paragraph 8(de), below). If no sales occur, the Contractor shall report "NO" sales. The report shall be submitted within thirty (30) calendar days following the end of the calendar month.
- (c) The Contractor shall also submit a final closeout report within one hundred and twenty (120) calendar days after the expiration or termination of this Contract. The contract shall expire upon the physical completion of the last outstanding task or delivery the final order under the Contract. The closeout report shall include all sales not shown in the final or most recent quarterly report and shall reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor shall report "zero" sales in the closeout report.

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- (d) The Quarterly Sales Report shall be submitted electronically online at:
<https://portal.cpa.state.tx.us/TPASS-Managed/vendor/> (see Attachment A).
- (e) If the Contractor fails to submit sales reports, falsifies sales reports, or fails to submit sales reports in a timely manner, the State may terminate or cancel this Contract in accordance with Paragraph 19 "TERMINATION; SURVIVAL".

9. DEALERS/DISTRIBUTORS:

- (a) Upon approval of CPA, the Contractor may designate one or more dealers or distributors to provide services under this Contract on behalf of the Contractor. To designate a dealer or distributor, the Contractor must provide a Letter of Authorization. The Contractor shall provide a separate Letter of Authorization for each designated dealer or distributor.
- (b) The Letter of Authorization must be submitted on the Contractor's official letterhead, signed by an authorized representative, and addressed to the attention of the Director of the Texas Procurement and Support Services Division at the address set forth in Paragraph 29 (Notices) of this Contract. The Letter of Authorization must include a Letter of Acceptance from the dealer/distributor and all supporting documentation. By submitting a Letter of Authorization, the Contractor represents and warrants the following:
 - (1) The dealer/distributor has been given a copy of this Contract, a duly authorized representative of the dealer/distributor has agreed in writing to be bound by the terms and conditions of this Contract, and that such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
 - (2) The Contractor agrees to remain liable under this Contract for any failure of the dealer/distributor to perform and for any breach of the dealer/distributor under this Contract.
 - (3) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due the Contractor once the State has paid the dealer.
 - (4) To the extent that there is any liability to the State arising from doing business with a dealer or distributor that has not signed the Letter of Acceptance required under this section with the Contractor, the Contractor will indemnify the State for such liability.
 - (5) The Contractor's Letter of Authorization shall remain effective until CPA receives written notification from the Contractor that the authorization to a dealer or distributor is withdrawn.
- (c) The Letter of Acceptance must be submitted on the dealer/distributor's official letterhead, signed by an authorized representative of the dealer/distributor, and

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addressed to the attention of the Contractor. In the Letter of Acceptance, the dealer or distributor must represent and warrant that it has been given a copy of this Contract, it agrees to be bound by the terms and conditions of this Contract, and such agreement specifically provides that it is for the benefit of the State as well as the Contractor.

- (1) For a dealer, the Letter of Acceptance must also include the following information:
 - i. the dealer's name and address,
 - ii. the dealer's point of contact name, telephone number, fax number, and email address,
 - iii. the dealer's purchase order, invoice, and payment address(es),
 - iv. the dealer's Federal Employer's Identification number (FEI),
 - v. the dealer's Dun and Bradstreet (DUNS) number, if available,
 - vi. the dealer's completed W9, and
 - vii. the dealer's HUB Certificate, if dealer is a Texas HUB.
- (2) For a distributor, the Letter of Acceptance must also include the following information:
 - i. the distributor's name and address,
 - ii. the distributor's point of contact name, telephone number, fax number, and email address,
 - iii. the distributor's purchase order, invoice, and payment address(es),
 - iv. the distributor's Federal Employer's Identification number (FEI),
 - v. the distributor's Dun and Bradstreet (DUNS) number, if available, and
 - vi. the distributor's HUB Certificate, if distributor is a Texas HUB.
- (d) Prior to CPA's approval of the Contractor's designated dealer or distributor, CPA will review the Letter of Authorization and the required documentation for compliance with this section and applicable state laws and regulations. If the Letter of Authorization is incomplete, e.g. does not include the Letter of Acceptance or other required documentation, then CPA reserves the right to reject the Letter of Authorization and require re-submission by the Contractor of the Letter of Authorization and all required documentation.

10. POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS):

- (a) In accordance with §§2161.181-2161.182, Texas Government Code and 34 Texas Administrative Code (TAC) §20.11, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Comptroller of Public Accounts (CPA) HUB Rules, 34 TAC §§20.11-20.28

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encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

- (b) The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study:
 - (1) 11.9% for heavy construction other than building contracts;
 - (2) 26.1% for all building construction, including general contractors and operative builders contracts;
 - (3) 57.2% for all special trade construction contracts;
 - (4) 20% for professional services contracts;
 - (5) 33% for all other services contracts; and
 - (6) 12.6% for commodities contracts.
- (c) Each State Agency shall make a good faith effort to meet or exceed these goals and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year.
- (d) Contractors are urged to utilize Texas Certified HUBs as dealers or distributors whenever possible to promote full and equal business opportunities and assist state agencies in meeting the goals listed above. Instructions for generating a list of Certified Texas HUB Vendors that are registered on the Texas Centralized Master Bidder List (CMBL) for the commodities included in the contract schedule are attached (see Attachment B). Contractors are also strongly encouraged to make a good faith effort within the basic terms of the U.S. Communities contract and consider engaging the service of a HUB to meet the contractual obligation in Texas. **The attached TPASS-Managed HUB Good Faith Effort Certification must be completed and returned with this document (see Attachment C).**

11. LIMITATION OF LIABILITY:

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, THE PARTIES AGREE THAT IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAD BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

12. PAYMENT; TRAVEL EXPENSES:

- (a) Payment shall be made in accordance with Chapter 2251, Texas Government Code.
- (b) Except as provided for in §2251.021(b), Texas Government Code payment by a State Agency or Local Government is due within thirty (30) calendar days after the later of:

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- (1) the date the State Agency or Local Government receives the goods under the contract;
 - (2) the date the State Agency or Local Government receives a proper invoice (*see Paragraph 13 "INVOICE REQUIREMENTS"*) for the goods or services; or
 - (3) the date the performance of the service under the contract is completed
- (c) Except as provided for in §2251.021(b), Texas Government Code, a payment will begin to accrue interest at a rate of one percent a month on the 31st day after the later event described by subsections (b)(1) through (3) above. Interest stops accruing on the date the State Agency or Local Government mails (postmark) or electronically transmits the payment.
- (d) Any travel or per diem required by the Contractor to perform its obligations under this Contract will be at the Contractor's expense. All travel and per diem that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with State of Texas Travel Allowance Guide.

13. INVOICE REQUIREMENTS:

- (a) In order to receive payment, the Contractor must submit an original invoice to the office designated in the purchase order as the "Bill To" address. To be a proper invoice, the invoice must include the following information and/or attachments:
- (1) Name and address of the Contractor as designated in this Contract.
 - (2) The Contractor's Texas Identification Number (TIN) as designated in this Contract.
 - (3) The Contractor's invoice remittance address as designated in this Contract.
 - (4) The purchase order number authorizing the delivery of products or services.
 - (5) A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).
- (b) If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.
- (c) If an invoice does not meet this section's requirements or if the Contractor fails to give proper notice of a price increase (*see Paragraph 15 "NOTIFICATION OF PRICE INCREASE"*), the State will send the Contractor written notice with the improper invoice to the address designated for receipt of purchase orders within twenty-one (21) calendar days after receipt of the invoice. The notice will contain a description of the

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defect or impropriety and any additional information the Contractor needs to correct the invoice.

14. AUDIT REQUIREMENTS:

In addition to and without limitation on the other audit provisions of this Contract, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the Contractor or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by the Contractor or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Contract may be amended unilaterally by CPA to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. The Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

15. NOTIFICATION OF PRICE INCREASES:

For price increases authorized under this Contract, notification of such must be given to the CPA and to the purchase order "bill to" address contained in the applicable purchase order(s) for any orders affected by the increase (e.g., existing leases, licenses, or annual maintenance programs). The Contractor must give these notices no later than thirty (30) calendar days before the effective date of the price increase. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

16. NON-APPROPRIATION OF FUNDS:

This Contract and any order resulting from this Contract is subject to termination or cancellation, without penalty to the State, either in whole or in part, subject to the availability of state funds. If the Texas Legislature fails to continue funding for the payments due under a Purchase Order under this Contract, the Purchase Order will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, the State will not be liable to Contractor for any damages, which are caused or associated with such termination, or cancellation and the State will not be required to give prior notice.

17. PUBLIC INFORMATION; SEARCH ENGINE KEYWORDS:

- (a) Notwithstanding any provisions of this Contract to the contrary, Contractor understands that the State will comply with the Texas Public Information Act (Chapter 552, Texas

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Government Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act.

- (b) The CPA maintains a TPASS-Managed-only search engine on the TPASS-Managed Web site. This search engine allows State Agencies and participating Local Government to search TPASS-Managed contractor catalogs. The Contractor may submit to the CPA a list of keywords that directly relate to the Contractor's catalog items/services. The Contractor may update this list of keywords at its discretion during the term of this Contract.

The CPA, at its sole discretion, may review the keywords submitted by the Contractor. If the CPA determines that the keywords submitted do not directly relate to the Contractor's catalog items/services, the CPA may terminate this Contract in accordance with Paragraph 19, TERMINATION; SURVIVAL.

18. TAX EXEMPTION:

The State is exempt from State Sales tax and Federal Excise tax. Ordering entities will furnish Tax Exemption Certificate(s) to the Contractor upon request.

19. TERMINATION; SURVIVAL:

The State or the Contractor may cancel this Contract, in whole or in part, without cause on thirty (30) calendar day's written notice. The Contract shall terminate upon later to occur of (1) the expiration of the Master Agreement or (2) the physical completion of the last outstanding task or delivery of the final order under the Contract. All applicable service agreements that were entered into between the Contractor and the ordering entity under the terms and conditions of the Contract shall survive the cancellation or termination of the Contract.

20. AUTOMATIC RENEWAL:

This contract is automatically renewed on the date that the Lead Public Agency exercises any renewal option pursuant to the Master Agreement. All State of Texas terms and conditions will continue and apply to all renewal periods unless modified by mutual agreement.

21. DELIVERIES:

Unless stated otherwise in the Master Agreement, all deliveries will be F.O.B. Destination.

22. EQUAL EMPLOYMENT OPPORTUNITY:

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The Contractor shall comply with all Federal and Texas laws regarding equal employment opportunity.

23. DRUG FREE WORKPLACE:

The Contractor shall make a good faith effort to ensure that none of its employees are under the influence of or possess illegal drugs or alcohol or abuse prescription drugs while they are on State property.

24. AMERICANS WITH DISABILITIES ACT:

The Contractor shall comply with the requirements of the Americans with Disabilities Act.

25. IMMIGRATION:

The Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under this Contract.

26. CONTRACTOR AFFIRMATIONS:

- (a) The Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted contract.
- (b) The Contractor certifies that, pursuant to 15 U.S.C. Sec. 1, *et seq.* and Tex. Bus. & Comm. Code Sec. 15.01, *et seq.*, neither the Contractor nor the firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. The Contractor hereby assigns to the ordering entity any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.* (1973) as amended, and the Texas Free Enterprise and Antitrust Act of 1983, Tex. Bus. & Comm. Code Sec. 15.01, *et seq.* (1983).
- (c) The Contractor certifies that the Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that the Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that the Contractor is not listed on the federal government's terrorism

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watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

- (d) Pursuant to §231.006(d), Texas Family Code, regarding child support, the Contractor certifies that the individuals or business entity named in this Contract are not ineligible

to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if the certification is inaccurate. Furthermore, any Contractor subject to §231.006, Texas Government Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.

- (e) Pursuant to §2155.004(a), Texas Government Code, the Contractor certifies that neither it nor any person or entity which will participate financially in the Contract has received compensation for participation in the preparation of specifications for this Contract. Under §2155.004, Texas Government Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and/or payment withheld if this certification is inaccurate.

- (f) **THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND CPA, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF THE CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY CPA. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE THE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS OR CPA FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CPA OR ITS EMPLOYEES.**

- (g) The Contractor acknowledges and agrees that, to the extent the Contractor owes any debt, including but not limited to delinquent taxes or child support to the State of Texas, any payments or other amounts the Contractor is otherwise owed under or related to any order resulting from this Contract may be applied by CPA toward any debt the Contractor owes the State of Texas until the debt is paid in full. These provisions are effective at any time the Contractor owes any such debt or delinquency. The Contractor shall comply with rules adopted by CPA under §§403.055, 403.0551, and 2252.903,

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Texas Government Code, and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

- (h) The Contractor certifies that this Contract is in compliance with §669.003, Texas Government Code, relating to contracting with executive head of a State Agency. If §669.003, Texas Government Code applies, the Contractor will complete the following information in order for the offer to be evaluated:

Name of Former executive: _____

Name of State Agency: _____

Date of separation from State Agency: _____

Position with the Contractor: _____

Date of Employment with the Contractor: _____

- (i) To the extent applicable, in accordance with §2155.4441, Texas Government Code, the Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- (j) The Contractor certifies that it has no actual or potential conflicts of interest with CPA in entering into the Contract, and that the Contractor entering into such Contract will not reasonably create an appearance of impropriety.
- (k) The Contractor certifies that payment to the Contractor and the Contractor's receipt of appropriated or other funds under this Contract are not prohibited by §556.005 or §556.008, Texas Government Code.
- (l) Under §2155.006(b), Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by §39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by §39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under §2155.006, Texas Government Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to

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receive the specified contract and acknowledges that this Contract and any order resulting from this Contract may be terminated and payment withheld if this certification is inaccurate.

- (m) The Contractor agrees that each of the above referenced affirmations apply to and is for the benefit of the ordering entities. Furthermore, the Contractor agrees that by accepting an order under this Contract the Contractor certifies to the ordering entity that the above listed affirmations are true and correct with respect to the specific ordering entity.

27. PUBLICITY:

The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without the prior, written consent of the State.

28. ASSIGNMENT:

The Contractor will not assign this Contract without the written consent of the State.

29. NOTICES:

Any written notices required under this Contract shall be sent to the party at the respective address indicated below:

- (a) The address for the Contractor shall be the address specified on Page 1 of this Contract.
- (b) The address for CPA shall be as follows:

for hand delivery:

Texas Comptroller of Public Accounts
Attn: Director of Texas Procurement and Support Services Division
1711 San Jacinto Blvd.
Austin, TX 78701

for U.S. mail:

Texas Comptroller of Public Accounts
Attn: Director of Texas Procurement and Support Services Division
P.O. Box 13186
Austin, TX 78711-3186

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Notices will be by either hand delivery or by U.S. Mail, certified, return receipt requested, addressed to the appropriate foregoing address. Notice will be effective on receipt by the affected party. The Contractor and CPA agree that either party may change the designated notice address in this Paragraph by written notification to the other party.

30. DISPUTE RESOLUTION:

- (a) Chapter 2260, Texas Government Code ("Chapter 2260") prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, CPA has adopted rules under Chapter 2260 for CPA's Texas Procurement and Support Services Division, codified at 34 Texas Administrative Code §20.384, and may adopt revisions to these rules throughout the term of this Contract, including any extensions. The Contractor and CPA shall comply with such rules.
- (b) Disputes arising between an ordering entity and the Contractor shall be resolved in accordance with the dispute resolution process of the ordering entity that is not inconsistent with Chapter 2260. CPA shall not be a party to any such dispute unless CPA, the ordering entity, and the Contractor agree in writing.

31. AMENDMENT:

- (a) This Contract may be amended only upon written agreement between CPA and the Contractor, but in no case shall this Contract be amended so as to make it conflict with the laws of the State of Texas.
- (b) No additional term or condition in a purchase order issued by an ordering entity may weaken a term or condition of this Contract. However, additional terms and conditions that do not weaken the terms or conditions of this Contract and are acceptable to the Contractor may be added to the purchase order and given effect.

32. NO WAIVER:

No provision of the Contract will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Contract or otherwise available to the State by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

33. HEADINGS:

The headings used in this Contract are for convenience only and will not be used in interpreting this Contract.

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TEXAS PROCUREMENT AND SUPPORT SERVICES (TPASS)

34. ORDER OF PRIORITY:

If there is any inconsistency or conflict between this document and any provision of any document incorporated by reference, this document will prevail.

35. ENTIRE AGREEMENT:

This Contract consists of the Master Agreement (*see Paragraph 2 "COMPOSITION OF CONTRACT"*), this Contract document together with Attachments A, B, and C (which are incorporated herein by this reference), the Contractor's State Offer Letter, and, if applicable, the Contractor's letter(s) designating dealers and/or distributors, and any price lists or catalogs specifically mentioned elsewhere in this Contract. The foregoing constitutes the entire agreement between the parties, and any changes or modifications to this Contract must be in writing.

36. GOVERNING LAW, VENUE:

This Contract is governed by and will be construed under and in accordance with the laws of the State of Texas, and venue for any dispute will be in a court of competent jurisdiction in Travis County, Texas.

37. SEVERABILITY:

In the event that any term, provision, covenant, or condition of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

TO SHOW THEIR AGREEMENT, the parties have caused this Contract to be executed by their undersigned, duly authorized representatives on the date(s) below and this Contract is effective as of the date of signature by the State.

State of Texas,
Texas Comptroller of Public Accounts

Contractor

SIGNATURE ON FILE

SIGNATURE ON FILE

NAME Martin A. Hubert

NAME Chris Waits

TITLE Deputy Comptroller

TITLE Vice President, Pro Business

DATE 5/27/10

DATE 4/30/10

*- Home Depot execution is based upon parallel execution by both parties of the TPASS updated Clarifications submitted with this document

AMENDMENT TO
STATE OF TEXAS
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
TEXAS PROCUREMENT AND SUPPORT SERVICES MANAGED CONTRACT

This is an Amendment to the Texas Procurement and Support Services Managed Contract ("Agreement") between the State of Texas ("State"), acting by and through the Texas Comptroller of Public Accounts ("CPA") and Home Depot U.S.A., Inc.

The Agreement is amended to reflect that the Contractor warrants and guarantees that the Contractor is compliant with Payment Card Industry (PCI) data security standards, also known as "PCI Compliance." Contractor further warrants and guarantees that, for the entire period of the contract, including renewal and extension periods, Contractor will remain in compliance with PCI data security standards, including future changes to such standards.

In all other respects, said Agreement is to remain unchanged.

In WITNESS WHEREOF, the parties have executed this Amendment as Written.

State of Texas,
Texas Comptroller of Public Accounts

Contractor
HOME DEPOT U.S.A., INC.

SIGNATURE ON FILE

SIGNATURE ON FILE

NAME Martin A. Hubert

NAME *RICHARD NYBERG*

TITLE Deputy Comptroller

TITLE *GOVERNMENT CONTRACTS MANAGER*

DATE *11/12/10*

DATE *11/9/10*

TPASS CONTRACT #450-111



Subject: Historically Underutilized Business (HUB) Good Faith Effort Certification

As addressed in the basic Contract Terms and Conditions, contractors are strongly encouraged to engage the services of Texas Certified HUBs as distributors or dealers whenever possible to promote full and equal business opportunities and to assist state agencies in meeting the goals specified in the State of Texas Disparity Study. The decision to utilize the services of a currently Certified Texas HUB must be based on a good faith effort and as a potential contractor you are required to show documented evidence that an active participatory role for a HUB entity was considered. Should you elect to use the services of a Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) that may be eligible for Texas Hub certification, arrangements can be made to expedite the application process.

Please answer the following questions by selecting the response that applies to your good faith effort decision. Check the appropriate response(s).

- YES ☐ NO ☒ 1. Are the services of a Certified Texas HUB being utilized to perform the contract referred to in the Terms and Conditions?
- YES ☐ NO ☒ 2. Are the services of a MBE/DBE or equivalent that may be eligible for Texas HUB certification being utilized to perform the contract referred to in the Terms and Conditions?
- YES ☐ NO ☒ 3. Will a Small Business, as defined by regulations of the Small Business Administration (SBA) in 13 C.F.R., Section 121.201, perform the basic contract as awarded by the General Services Administration (GSA)?
- YES ☐ NO ☒ 4. Will the contract be performed by a company, under existing agreements approved by GSA that includes Small Business/MBE/DBE/HUB participation?

Note: This document will become an attachment to the Contract Terms and Conditions and is affirmed by the signature on the Contract Terms and Conditions.

Contract No: 450-M1

Supporting Documents

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Home Depot U.S.A. Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) 2455 Paces Ferry Road	Requester's name and address (optional)
City, state, and ZIP code Atlanta, GA 30339	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
5	8	1	8	5	3	3	1	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Richard M. Berg

Date ▶

2/4/10

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Partial Name : HOME or AND DEPOT or AND U.S.A. or AND INC.

As of 07-May-2010 5:47 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk



[Texas Taxes](#)
[Help](#)

Note: Currently, this search function does not provide accurate information for active taxpayers without a business location in Texas. We are working to correct this issue. E-mail us at tax.help@cpa.state.tx.us to confirm that use taxpayers have an active permit. (Please include the 11-digit Texas taxpayer number when e-mailing us for this information.)

Taxpayer Search Detail

Taxpayer Name: HOME DEPOT U.S.A., INC.

Mailing Address: 2455 PACES FERRY RD NW ATTN: TAX
DEPT B-12

ATLANTA, GA 30339

Taxpayer Number: 15818533190

Permit Status: ACTIVE

Outlet Number	Business Name	Address	Begin Date	End Date	Current Status
00001	THE HOME DEPOT #575	7703 STUEBNER AIRLINE ROAD HOUSTON, TX 77088	09/25/1989	02/28/1994	INACTIVE
00002	THE HOME DEPOT #573	12336 GULF FWY HOUSTON, TX 77034	09/25/1989	02/28/1999	INACTIVE
00004	THE HOME DEPOT #571	1100 LUMPKIN RD HOUSTON, TX 77043	09/25/1989		ACTIVE
00005	THE HOME DEPOT #570	7110 BELLERIVE DR HOUSTON, TX 77036	09/25/1989	04/30/1996	INACTIVE
00006	THE HOME DEPOT #559	1975 W NORTHWEST HWY DALLAS, TX 75220	09/25/1989	03/11/1999	INACTIVE

00007	THE HOME DEPOT #558	1441 W TRINITY MILLS RD CARROLLTON, TX 75006	09/25/1989	11/30/2003	INACTIVE
00008	THE HOME DEPOT #549	7601 GRAPEVINE HWY NORTH RICHLAND HILLS, TX 76180	09/25/1989	03/01/1993	INACTIVE
00009	THE HOME DEPOT #548	1650 S CHERRY LN WHITE SETTLEMENT, TX 76108	09/25/1989	12/31/2004	INACTIVE
00010	THE HOME DEPOT #547	7401 WESTMORELAND RD DALLAS, TX 75237	09/25/1989	01/31/1995	INACTIVE
00011	THE HOME DEPOT #546	2021 W TOWN EAST BLVD MESQUITE, TX 75150	09/25/1989	12/31/1991	INACTIVE
00012	THE HOME DEPOT #545	1818 E PIONEER PARKWAY ARLINGTON, TX 76010	09/25/1989	04/03/1991	INACTIVE
00013	THE HOME DEPOT #544	1332 S PLANO RD # 660 RICHARDSON, TX 75081	09/25/1989	06/30/1997	INACTIVE
00014	THE HOME DEPOT #543	1801 W PARKER ROAD PLANO, TX 75023	09/25/1989	09/01/1991	INACTIVE
00015	THE HOME DEPOT #557	8050 FOREST LN DALLAS, TX 75243	01/25/1990	02/28/1999	INACTIVE
00016	THE HOME DEPOT #569	13400 MARKET SQUARE HOUSTON, TX 77015	01/25/1990		ACTIVE

00017	THE HOME DEPOT #572	8415 FM 1960 WEST HOUSTON, TX 77070	12/01/1989	04/30/1994	INACTIVE
00018	THE HOME DEPOT #542	4850 SOUTHWEST BLVD FORT WORTH, TX 76116	12/13/1990		ACTIVE
00019	THE HOME DEPOT #541	4611 S COOPER ST ARLINGTON, TX 76017	04/04/1991		ACTIVE
00020	THE HOME DEPOT #539	1224 N CENTRAL EXPY PLANO, TX 75074	08/15/1991		ACTIVE
00021	THE HOME DEPOT #538	1330 N TOWN EAST BLVD MESQUITE, TX 75150	10/03/1991	06/11/2001	INACTIVE
00022	THE HOME DEPOT #550	11225 GARLAND RD DALLAS, TX 75218	12/15/1991		ACTIVE
00023	THE HOME DEPOT #521	5400 BRODIE LN STE 100 SUNSET VALLEY, TX 78745	01/09/1992	09/05/2002	INACTIVE
00024	THE HOME DEPOT #520	10107 RESEARCH BLVD AUSTIN, TX 78759	04/23/1992		ACTIVE
00025	THE HOME DEPOT #574	15505 SOUTHWEST FWY SUGAR LAND, TX 77478	04/30/1992		ACTIVE
00026	HOME DEPOT #537	251 S INDUSTRIAL BLVD EULESS, TX 76040	07/23/1992		ACTIVE
00027	THE HOME DEPOT #580	4904 WINDSOR HL WINDCREST, TX	11/05/1992		ACTIVE

		78239			
00028	THE HOME DEPOT #581	5101 CAMBRAY DR SAN ANTONIO, TX 78229	11/05/1992		<u>ACTIVE</u>
00029	THE HOME DEPOT #540	6501 NE LOOP 820 NORTH RICHLAND HILLS, TX 76180	02/25/1993		<u>ACTIVE</u>
00030	THE HOME DEPOT #582	1066 CENTRAL PARK WAY SOUTH SAN ANTONIO, TX 78232	07/29/1993		<u>ACTIVE</u>
00031	THE HOME DEPOT #576	13060 HWY 59 HUMBLE, TX 77338	09/23/1993		<u>ACTIVE</u>
00032	THE HOME DEPOT #577	999 W NORTH LOOP HOUSTON, TX 77008	12/30/1993		<u>ACTIVE</u>
00033	THE HOME DEPOT #568	20131 INTERSTATE 45 SPRING, TX 77388	02/03/1994		<u>ACTIVE</u>
00034	THE HOME DEPOT #579	18355 TOMBALL PKY HOUSTON, TX 77070	03/17/1994		<u>ACTIVE</u>
00035	THE HOME DEPOT #566	5445 WEST LOOP S HOUSTON, TX 77081	03/17/1994		<u>ACTIVE</u>
00036	THE HOME DEPOT #522	11360 ROJAS DR EL PASO, TX 79936	04/14/1994		<u>ACTIVE</u>
00037	THE HOME DEPOT #523	7545 N MESA AND REMCON EL PASO, TX 79912	07/21/1994		<u>ACTIVE</u>
00038	THE HOME DEPOT #567	20251 GULF FWY WEBSTER, TX 77598	12/08/1994		<u>ACTIVE</u>
00039	THE HOME DEPOT #585	2828 HIGHWAY 6 S HOUSTON, TX 77082	12/08/1994		<u>ACTIVE</u>

00040	THE HOME DEPOT # 552	2901 W WHEATLAND RD DALLAS, TX 75237	02/01/1995		<u>ACTIVE</u>
00041	THE HOME DEPOT #502	7211 N I H 35 AUSTIN, TX 78752	04/27/1995		<u>ACTIVE</u>
00042	THE HOME DEPOT #565	5455 FAIRMONT PKY PASADENA, TX 77505	05/18/1995		<u>ACTIVE</u>
00043	THE HOME DEPOT #503	527 FAIR AVE SAN ANTONIO, TX 78223	10/09/1995		<u>ACTIVE</u>
00044	THE HOME DEPOT #551	6200 W PARK BLVD PLANO, TX 75093	10/25/1995		<u>ACTIVE</u>
00045	THE HOME DEPOT #524	SOUTHWEST CORNER AT VALLEY RD LEWISVILLE, TX 75057	10/25/1995		<u>ACTIVE</u>
00046	THE HOME DEPOT #525 EXPO	13900 DALLAS PKWY DALLAS, TX 75240	11/16/1995		<u>ACTIVE</u>
00047	THE HOME DEPOT #554	201 ROAD TO SIX FLAGS W ARLINGTON, TX 76011	01/25/1996		<u>ACTIVE</u>
00048	THE HOME DEPOT #553	3261 N GEORGE BUSH FWY GARLAND, TX 75040	03/28/1996		<u>ACTIVE</u>
00049	THE HOME DEPOT #578	11500 CHIMNEY ROCK RD HOUSTON, TX 77035	04/04/1996		<u>ACTIVE</u>
	THE HOME	6800 W SAM			

00050	DEPOT #584	HOUSTON PKY S HOUSTON, TX 77072	04/04/1996		<u>ACTIVE</u>
00051	THE HOME DEPOT # 526	5041 S PADRE ISLAND DR CORPUS CHRISTI, TX 78411	04/18/1996		<u>ACTIVE</u>
00052	THE HOME DEPOT #556	2140 JUPITER RD GARLAND, TX 75046	12/05/1996		<u>ACTIVE</u>
00053	THE HOME DEPOT # 586	611 SW LOOP 410 SAN ANTONIO, TX 78227	12/12/1996		<u>ACTIVE</u>
00054	HOME DEPOT # 505	5801 WEST LOOP 289 LUBBOCK, TX 79414	02/13/1997		<u>ACTIVE</u>
00055	HOME DEPOT # 504	2550 S I H 35 ROUND ROCK, TX 78681	03/13/1997		<u>ACTIVE</u>
00056	THE HOME DEPOT #588	12871 W IH 10 SAN ANTONIO, TX 78249	04/24/1997		<u>ACTIVE</u>
00057	THE HOME DEPOT #587	300 VILLAGE CENTER DR SOUTHLAKE, TX 76092	05/15/1997		<u>ACTIVE</u>
00058	THE HOME DEPOT #564	2800 FOREST LN DALLAS, TX 75234	06/05/1997		<u>ACTIVE</u>
00059	HOME DEPOT #561	4009 N MIDLAND DR MIDLAND, TX 79707	07/31/1997		<u>ACTIVE</u>
00060	HOME DEPOT #589	6110 LEMMON AVE DALLAS, TX 75209	08/21/1997		<u>ACTIVE</u>
00061	HOME DEPOT U	3910 EASTEX FWY BEAUMONT, TX	10/23/1997		<u>ACTIVE</u>

	S A INC #501	77703			
00062	HOME DEPOT U S A #8520	1360 N IH 35 NEW BRAUNFELS, TX 78130	10/30/1997		ACTIVE
00063	THE HOME DEPOT #534	1111 N FRY RD KATY, TX 77449	01/08/1998		ACTIVE
00064	HOME DEPOT	3850 S CARRIER PKWY GRAND PRAIRIE, TX 75052	01/22/1998		ACTIVE
00065	HOME DEPOT #508	1341 W DAVIS ST CONROE, TX 77304	01/31/1998		ACTIVE
00066	HOME DEPOTS #531	765 EAST I-30 ROCKWALL, TX 75087	02/26/1998		ACTIVE
00067	HOME DEPOT #562	5181 E 42ND STREET ODESSA, TX 79762	03/19/1998		ACTIVE
00068	HOME DEPOT #6502	909 W MCDERMOTT DR ALLEN, TX 75013	07/30/1998		ACTIVE
00069	HOME DEPOT U S A INC #530	373 E FM 1382 CEDAR HILL, TX 75104	09/17/1998		ACTIVE
00070	HOME DEPOT STORE 6503	11682 FOREST CENTRAL DR DALLAS, TX 75243	10/08/1998		ACTIVE
00071	HOME DEPOT STORE 6501	11820 DICKINSON ROAD HOUSTON, TX 77089	10/01/1998		ACTIVE
00072	HOME DEPOT STORE 527	4600 STATE HWY 121 PLANO, TX 75024	10/01/1998		ACTIVE

00073	HOME DEPOT U S A INC NBR 528	1515 CENTRAL AVE MCKINNEY, TX 75070	11/12/1998		ACTIVE
00074	THE HOME DEPOT # 529	7950 SOUTH INTERSTATE 35 WEST FREEWAY FORT WORTH, TX 76134	12/10/1998		ACTIVE
00075	THE HOME DEPOT #6505	1315 HWY 77 NORTH WAXAHACHIE, TX 75165	01/07/1999		ACTIVE
00076	THE HOME DEPOT # 512	600 ACCENT DR PLANO, TX 75075	01/07/1999		ACTIVE
00077	THE HOME DEPOT #509	11301 LAKELINE BLVD AUSTIN, TX 78717	01/28/1999		ACTIVE
00078	THE HOME DEPOT #6506	6800 HIGHWAY 6 N HOUSTON, TX 77084	02/11/1999		ACTIVE
00079	THE HOME DEPOT #506	409 N JACKSON RD PHARR, TX 78577	02/11/1999		ACTIVE
00080	THE HOME DEPOT #563	3200 W IRVING BLVD IRVING, TX 75061	03/11/1999		ACTIVE
00082	THE HOME DEPOT #6519	7600 WESTHEIMER RD HOUSTON, TX 77063	05/20/1999		ACTIVE
00083	THE HOME DEPOT #6510	10707 IH45 NORTH HOUSTON, TX 77037	05/27/1999		ACTIVE
00084	THE HOME DEPOT #6516	19103 I H 45 S CONROE, TX 77385	07/08/1999		ACTIVE
		701 FORT WORTH			

00085	THE HOME DEPOT #6508	DR DENTON, TX 76201	08/12/1999		ACTIVE
00086	THE HOME DEPOT #6520	212 WEST KATHERINE P RAINES CLEBURNE, TX 76031	08/19/1999		ACTIVE
00087	THE HOME DEPOT #6515	220 I-20 WEST WEATHERFORD, TX 76086	09/02/1999		ACTIVE
00088	THE HOME DEPOT #6521	4551 PADRE ISLAND BROWNSVILLE, TX 78521	08/19/1999		ACTIVE
00089	THE HOME DEPOT #6523	23575 HIGHWAY 59 PORTER, TX 77365	10/10/1999		ACTIVE
00090	THE HOME DEPOT #6524	4900 DAVIS BLVD NORTH RICHLAND HILLS, TX 76180	01/27/2000		ACTIVE
00091	THE HOME DEPOT #6527	STATE HWY 249 & GRESSNER RD HOUSTON, TX 77777	01/27/2000		ACTIVE
00092	THE HOME DEPOT #6525	14085 NORTHWEST FWY HOUSTON, TX 77040	01/20/2000		ACTIVE
00093	THE HOME DEPOT #6504	2220 N COIT RD RICHARDSON, TX 75080	02/17/2000		ACTIVE
00094	THE HOME DEPOT #6528	4710 S EXPRESSWAY 83 HARLINGEN, TX 78552	03/02/2000		ACTIVE
00095	THE HOME DEPOT #6532	5605 W WACO DR WACO, TX 76710	03/09/2000		ACTIVE

00096	THE HOME DEPOT #6526	3201 EAST CENTRAL TEXAS EXPRESSWAY KILLEEN, TX 76543	04/20/2000		<u>ACTIVE</u>
00097	THE HOME DEPOT #6529	2658 SW MILITARY DR SAN ANTONIO, TX 78224	05/04/2000		<u>ACTIVE</u>
00098	THE HOME DEPOT #0517	3500 PRESTON RD PLANO, TX 75093	07/13/2000		<u>ACTIVE</u>
00099	THE HOME DEPOT #6534	1151 BRIDGEWOOD DR FORT WORTH, TX 76112	07/06/2000		<u>ACTIVE</u>
00100	THE HOME DEPOT #6544	435 SUNSET ROAD WEST SAN ANTONIO, TX 78209	08/31/2000		<u>ACTIVE</u>
00101	THE HOME DEPOT #6543	1514 EAST BROADWAY STREET PEARLAND, TX 77581	09/14/2000		<u>ACTIVE</u>
00102	THE HOME DEPOT #6507	4915 GARTH RD BAYTOWN, TX 77521	10/05/2000		<u>ACTIVE</u>
00103	THE HOME DEPOT #6512	21530 STATE HIGHWAY 249 HOUSTON, TX 77070	10/05/2000		<u>ACTIVE</u>
00104	THE HOME DEPOT #6540	5710 SAN BERNARDO AVE LAREDO, TX 78041	10/12/2000		<u>ACTIVE</u>
00105	THE HOME DEPOT #6530	24400 COMMERCIAL DR ROSENBERG, TX 77471	10/19/2000		<u>ACTIVE</u>

00106	HOME DEPOT U S A INC #6509	6810 GULF FWY HOUSTON, TX 77087	11/30/2000		<u>ACTIVE</u>
00107	HOME DEPOT U S A INC #6552	2500 S SONCY RD AMARILLO, TX 79124	11/16/2000		<u>ACTIVE</u>
00108	HOME DEPOT U S A INC #6546	5900 HIGHWAY 6 MISSOURI CITY, TX 77459	12/14/2000		<u>ACTIVE</u>
00109	THE HOME DEPOT #6548	2013 S HIGHWAY 377 KELLER, TX 76248	02/08/2001		<u>ACTIVE</u>
00110	THE HOME DEPOT #6551	8138 AGORA PKWY LIVE OAK, TX 78154	02/08/2001		<u>ACTIVE</u>
00111	THE HOME DEPOT #6545	411 LOOP 281 LONGVIEW, TX 75606	03/08/2001		<u>ACTIVE</u>
00112	THE HOME DEPOT #6514	3901 OLD JACKSON HIGHWAY TYLER, TX 75701	03/22/2001		<u>ACTIVE</u>
00113	THE HOME DEPOT #6537	18855 I 635 MESQUITE, TX 75150	04/12/2001		<u>ACTIVE</u>
00114	THE HOME DEPOT #6560	507 FM 2094 & HANSEN DR CLEAR LAKE SHORES, TX 77565	04/26/2001		<u>ACTIVE</u>
00115	THE HOME DEPOT #6562	5321 HIGHWAY 121 THE COLONY, TX 75056	05/24/2001		<u>ACTIVE</u>
00116	THE HOME DEPOT #6547	9115 N LOOP 1604 W SAN ANTONIO, TX 78249	06/14/2001		<u>ACTIVE</u>
		13202 LEOPARD ST			

00117	THE HOME DEPOT #6564	CORPUS CHRISTI, TX 78410	07/04/2001		<u>ACTIVE</u>
00118	THE HOME DEPOT #6531	3600 RANCH ROAD 620 S BEE CAVE, TX 78738	07/19/2001		<u>ACTIVE</u>
00119	THE HOME DEPOT #6542	3600 INTERSTATE HWY 35 SOUTH AUSTIN, TX 78704	07/19/2001		<u>ACTIVE</u>
00120	THE HOME DEPOT #6549	3950 JIM WRIGHT FREEWAY NW LOOP 820 LAKE WORTH, TX 76135	07/19/2001		<u>ACTIVE</u>
00121	THE HOME DEPOT #6550	20740 US HIGHWAY 281 N SAN ANTONIO, TX 78258	09/27/2001		<u>ACTIVE</u>
00122	THE HOME DEPOT #6553	13309 I-35 NORTH AUSTIN, TX 78753	09/27/2001		<u>ACTIVE</u>
00123	THE HOME DEPOT #6557	8555 HOME DEPOT DR IRVING, TX 75063	10/11/2001		<u>ACTIVE</u>
00124	THE HOME DEPOT #6533	6411 PRECINCT LINE RD NORTH RICHLAND HILLS, TX 76180	10/18/2001		<u>ACTIVE</u>
00125	THE HOME DEPOT #6568	1725 N US HIGHWAY 287 MANSFIELD, TX 76063	10/08/2001		<u>ACTIVE</u>
00126	THE HOME DEPOT #6566	3120 NE LOOP 286 PARIS, TX 75460	11/01/2001		<u>ACTIVE</u>
00127	THE HOME DEPOT #6571	415 E HIGHWAY 377 GRANBURY, TX	01/31/2002		<u>ACTIVE</u>

		76048			
00128	THE HOME DEPOT #6556	3 HIGHWAY 46 W BOERNE, TX 78006	02/07/2002		ACTIVE
00129	THE HOME DEPOT #6561	6850 S FRY RD KATY, TX 77494	02/28/2002		ACTIVE
00130	THE HOME DEPOT #6554	7101 CENTER POINT LANE GREENVILLE, TX 75402	02/28/2002		ACTIVE
00131	THE HOME DEPOT #6573	1330 N TOWNEAST BOULVEVARD #100 MESQUITE, TX 75150	02/28/2002		ACTIVE
00132	THE HOME DEPOT #6578	215 INTERSTATE 45 N HUNTSVILLE, TX 77320	04/02/2002		ACTIVE
00133	THE HOME DEPOT #6575	525 HIGHWAY 71 W BASTROP, TX 78602	07/18/2002		ACTIVE
00134	THE HOME DEPOT #6577	1500 W EXPRESSWAY 83 WESLACO, TX 78596	07/25/2002		ACTIVE
00135	THE HOME DEPOT #6570	5602 BRODIE LN SUNSET VALLEY, TX 78745	09/05/2002		ACTIVE
00136	THE HOME DEPOT #519	804 E HIGHWAY 82 GAINESVILLE, TX 76240	12/12/2002		ACTIVE
00137	THE HOME DEPOT #6586	17928 SPRING CYPRESS RD CYPRESS, TX 77429	12/12/2002		ACTIVE
00138	THE HOME DEPOT #6583	4590 SW DR ABILENE, TX 79606	12/19/2002		ACTIVE

00139	THE HOME DEPOT LANDSCAPE SUPPLY #6518	5301 S COOPER ST ARLINGTON, TX 76017	12/12/2002		<u>ACTIVE</u>
00140	HOME DEPOT #514	1307 MORMON MILL RD MARBLE FALLS, TX 78654	01/02/2003		<u>ACTIVE</u>
00141	HOME DEPOT #6567	10111 BROADWAY PEARLAND, TX 77584	01/16/2003		<u>ACTIVE</u>
00142	HOME DEPOT #6574	702 65TH ST GALVESTON, TX 77551	01/23/2003		<u>ACTIVE</u>
00143	HOME DEPOT #6576	1789 SIDNEY BAKER KERRVILLE, TX 78028	01/23/2003		<u>ACTIVE</u>
00144	HOME DEPOT #6572	552 INTERNATIONAL PARKWAY FLOWER MOUND, TX 75028	01/30/2003		<u>ACTIVE</u>
00145	HOME DEPOT #6579	151 WINDSOR AVE TERRELL, TX 75149	01/30/2003		<u>ACTIVE</u>
00146	THE HOME DEPOT LANDSCAPE SUPPLY	2460 STATE HIGHWAY 121 PLANO, TX 75025	03/13/2003		<u>ACTIVE</u>
00147	THE HOME DEPOT LANDSCAPE SUPPLY #6801	4120 WILLIAM D TATE AVE GRAPEVINE, TX 76051	04/03/2003		<u>ACTIVE</u>
00148	THE HOME DEPOT #6580	4110 ST MICHAEL TEXARKANA, TX 75501	04/10/2003		<u>ACTIVE</u>

00149	THE HOME DEPOT LANDSCAPE SUPPLY #6802	2680 MACARTHUR BLVD LEWISVILLE, TX 75067	04/15/2003		<u>ACTIVE</u>
00150	THE HOME DEPOT #6588	3705 KELL BLVD WICHITA FALLS, TX 76308	06/05/2003		<u>ACTIVE</u>
00151	THE HOME DEPOT #6581	125 E STATE HWY 114 BYPASS ROANOKE, TX 76262	06/12/2003		<u>ACTIVE</u>
00152	THE HOME DEPOT #6584	4014 S PORT AVE CORPUS CHRISTI, TX 78415	06/12/2003		<u>ACTIVE</u>
00153	THE HOME DEPOT #6538	1303 RIVERY BLVD GEORGETOWN, TX 78626	06/19/2003		<u>ACTIVE</u>
00154	THE HOME DEPOT #6804	6000 SKILLMAN ST DALLAS, TX 75231	06/26/2003		<u>ACTIVE</u>
00155	THE HOME DEPOT LANDSCAPE #6825	6410 EASTRIDGE DR DALLAS, TX 75231	06/26/2003	04/30/2006	<u>INACTIVE</u>
00156	THE HOME DEPOT #6559	1615 UNIVERSITY DR E COLLEGE STATION, TX 77840	07/17/2003		<u>ACTIVE</u>
00157	THE HOME DEPOT #6589	951 S WESTGATE WAY WYLIE, TX 75098	07/10/2003		<u>ACTIVE</u>
00158	THE HOME DEPOT LANDSCAPE SUPPLY #6810	5712 BRYANT IRVIN RD FORT WORTH, TX 76132	08/28/2003		<u>ACTIVE</u>

00159	THE HOME DEPOT #6563	8801 S I H 35 AUSTIN, TX 78744	09/01/2003		<u>ACTIVE</u>
00160	THE HOME DEPOT #518	601 NORTHCREEK DR SHERMAN, TX 75092	09/25/2003		<u>ACTIVE</u>
00161	THE HOME DEPOT #6555	2011 KELLER SPRINGS RD CARROLLTON, TX 75006	10/02/2003		<u>ACTIVE</u>
00163	THE HOME DEPOT #516	801 TRENTON RD MCALLEN, TX 78504	10/16/2003		<u>ACTIVE</u>
00164	THE HOME DEPOT #6585	2700 E WHITESTONE BLVD CEDAR PARK, TX 78613	10/23/2003		<u>ACTIVE</u>
00165	THE HOME DEPOT #6807	4363 HOUSTON HARTE EXPY SAN ANGELO, TX 76909	10/09/2003		<u>ACTIVE</u>
00166	THE HOME DEPOT #6517	100 ABNER JACKSON PKWY LAKE JACKSON, TX 77566	12/04/2003		<u>ACTIVE</u>
00167	THE HOME DEPOT #513	4211 S MEDFORD DR LUFKIN, TX 75901	01/22/2004		<u>ACTIVE</u>
00168	THE HOME DEPOT #555	12005 ELAM RD BALCH SPRINGS, TX 75180	01/29/2004		<u>ACTIVE</u>
00169	THE HOME DEPOT #6587	6708 NE ZAC LENTZ PKWY VICTORIA, TX 77904	01/08/2004		<u>ACTIVE</u>
00170	THE HOME DEPOT #6809	252 N CUSTER MCKINNEY, TX	01/22/2004		<u>ACTIVE</u>

		75071			
00171	THE HOME DEPOT LANDSCAPE SUPPLY #6812	2945 FRANKFORD RD DALLAS, TX 75287	01/15/2004		<u>ACTIVE</u>
00172	THE HOME DEPOT #8540	2530 S JEFFERSON AVE MOUNT PLEASANT, TX 75455	02/19/2004		<u>ACTIVE</u>
00173	THE HOME DEPOT #6814	7100 NORTH FREEWAY FORT WORTH, TX 76137	03/11/2004		<u>ACTIVE</u>
00174	THE HOME DEPOT #8419	603 STRICKLAND DR ORANGE, TX 77630	05/27/2004		<u>ACTIVE</u>
00175	THE HOME DEPOT #8951	2201 LAKEVIEW PKWY ROWLETT, TX 75088	07/29/2004		<u>ACTIVE</u>
00176	THE HOME DEPOT #6817	2290 S IH 45 CORSICANA, TX 75110	07/01/2004		<u>ACTIVE</u>
00177	THE HOME DEPOT #6816	2610 FORT WORTH AVE DALLAS, TX 75211	07/01/2004		<u>ACTIVE</u>
00178	THE HOME DEPOT #8418	7900 N RM 620 AUSTIN, TX 78726	07/23/2004		<u>ACTIVE</u>
00179	THE HOME DEPOT #8438	300 NW JOHN JONES BURLESON, TX 76028	09/23/2004		<u>ACTIVE</u>
00180	THE HOME DEPOT #8439	600 W HWY 79 HUTTO, TX 78634	10/18/2004		<u>ACTIVE</u>

00181	THE HOME DEPOT #8521	9509 WHITE SETTLEMENT RD FORT WORTH, TX 76108	11/18/2004		<u>ACTIVE</u>
00182	THE HOME DEPOT #8437	201 W IH 10 SEGUIN, TX 78155	10/09/2004		<u>ACTIVE</u>
00183	THE HOME DEPOT #8518	2801 WOODBRIDGE BLVD BRENHAM, TX 77833	12/06/2004		<u>ACTIVE</u>
00184	THE HOME DEPOT #8519	120 S SHARY RD MISSION, TX 78572	12/06/2004		<u>ACTIVE</u>
00185	THE HOME DEPOT #8454	3730 KYLE XING KYLE, TX 78640	10/06/2004		<u>ACTIVE</u>
00186	THE HOME DEPOT #8523	12221 MONTWOOD EL PASO, TX 79938	12/01/2004		<u>ACTIVE</u>
00187	THE HOME DEPOT #8976	500 N BECKLEY ST LANCASTER, TX 75146	12/01/2004		<u>ACTIVE</u>
00188	THE HOME DEPOT #6819	6119 FM 1488 RD MAGNOLIA, TX 77354	01/03/2005		<u>ACTIVE</u>
00189	THE HOME DEPOT #6820	100 MARKET PLACE BLVD BROWNWOOD, TX 76801	02/17/2005		<u>ACTIVE</u>
00190	THE HOME DEPOT FLOOR STORE	18600 LBJ FWY MESQUITE, TX 75150	03/31/2005	06/30/2007	<u>INACTIVE</u>
00191	THE HOME DEPOT FLOOR STORE	220 N KIMBALL AVE STE 220 SOUTHLAKE, TX 76092	03/31/2005	06/30/2007	<u>INACTIVE</u>
	THE HOME	9600 N CENTRAL			

00192	DEPOT FLOOR STORE	EXPY STE 200 DALLAS, TX 75231	03/31/2005	06/30/2007	INACTIVE
00193	THE HOME DEPOT FLOOR STORE	8600 EAST FWY FORT WORTH, TX 76120	03/31/2005	06/30/2007	INACTIVE
00194	THE HOME DEPOT FLOOR STORE	2422 S STEMMONS FWY LEWISVILLE, TX 75067	03/31/2005	06/30/2007	INACTIVE
00195	THE HOME DEPOT #6806	10600 EASTEX FWY HOUSTON, TX 77093	03/28/2005		ACTIVE
00196	THE HOME DEPOT #6539	140 N BYPASS I35 ALVIN, TX 77511	06/11/2005		ACTIVE
00197	THE HOME DEPOT #6558	8400 WESTHEIMER RD HOUSTON, TX 77063	08/25/2005		ACTIVE
00198	THE HOME DEPOT #6828	4159 FM 1960 RD W HOUSTON, TX 77068	08/25/2005		ACTIVE
00199	THE HOME DEPOT #6984	605 MORRISON BROWNSVILLE, TX 78520	09/15/2005		ACTIVE
00200	HOME DEPOT # 6988	3111 SE MILITARY DR SAN ANTONIO, TX 78223	07/01/2005		ACTIVE
00201	HOME DEPOT	5995 EL DORADO PARKWAY FRISCO, TX 75034	07/01/2005		ACTIVE
00202	THE HOME DEPOT #6827	2615 50TH ST LUBBOCK, TX 79413	11/08/2005		ACTIVE
00203	THE HOME DEPOT #6985	8400 KATY FWY SPRING VALLEY, TX 77024	11/08/2005		ACTIVE

00204	HOME DEPOT #6818	5638 W LOOP 1604 NORTH SAN ANTONIO, TX 78251	11/01/2005		ACTIVE
<div>Another Search</div>					

PERMIT STATUS

Active - The taxpayer has an active sales tax permit and is eligible to issue a resale certificate to their suppliers to purchase qualifying items tax-free for resale.

Inactive - The taxpayer does not have an active sales tax permit and is not eligible to purchase items tax-free for resale. You should not accept a resale certificate from a taxpayer that is 'inactive'.

*If you sell a taxable item to a customer, you must collect sales tax unless you accept a properly completed resale certificate. A customer's sales tax permit number or a copy of the customer's permit is not a substitute for a resale certificate and does not relieve the seller of the responsibility for collecting sales tax.

For more information on resale certificates, see our frequently asked questions and Rule 3.285, Resale Certificate; Sales for Resale.

An out of state retailer may issue a Texas resale certificate using the taxpayer number issued by their home state and is not required to register for a Texas sales tax permit.

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PYADDR.15818533190.

05/07/10

PAYEE NUMBER: 15818533190

TAXPAYER NUMBER: 15818533190

OWNERSHIP TYPE: TEXAS CORPORATION

BUSINESS DESCRIPTION: 000

ACTIVE

MC CNT: 186 1099 MC: 074 NEXT AVAILABLE MC: 078

MAIL CODE: T00 SIC CODE: 9905 SECURITY TYPE: 1 SECURING SOURCE: 902

STATUS: A

TELEPHONE:

NAME: HOME DEPOT U S A INC

ADDRESS IND:

ADDRESS: 2455 PACES FERRY RD NW ATTN: TAX DEPT B-11

CITY: ATLANTA

STATE: GA ZIPCODE: 30339-4024 ZONE CODE: 390

MAIL CODE: T13 SIC CODE: 9905 SECURITY TYPE: 1 SECURING SOURCE: 902

STATUS: A

TELEPHONE:

NAME: HOME DEPOT U S A INC

ADDRESS IND:

ADDRESS: 2455 PACES FERRY RD NW ATTN: TAX DEPT B-12

CITY: ATLANTA

STATE: GA ZIPCODE: 30339-4024 ZONE CODE: 390

MAIL CODE: T15 SIC CODE: 9905 SECURITY TYPE: 1 SECURING SOURCE: 902

STATUS: A

TELEPHONE:

NAME: HOME DEPOT U S A INC

ADDRESS IND:

ADDRESS: 2455 PACES FERRY RD NW ATTN: TAX DEPT B-12

CITY: ATLANTA

STATE: GA ZIPCODE: 30339-4024 ZONE CODE: 390

CONTINUE - PF1=HELP, PF3=QUIT, PF4=MENU, PF8=FRWD, PF11=BOT

PYHOLD.15818533190

NO PAYEE HOLD INFORMATION EXISTS

PLEASE SUBSTITUTE ATTACHED REVISED
PAGES TO EXISTING CONTRACT

OCT 23 2008

SERIAL 05091 RFP MAINTENANCE, REPAIR AND OPERATING SUPPLIES
(US COMMUNITIES) Contract - THD-RETAIL

DATE OF LAST REVISION: October 23, 2008 CONTRACT END DATE: November 30, 2011

NOTE: CONTRACT AMENDMENTS POSTED AT END OF DOCUMENT

CONTRACT PERIOD THROUGH NOVEMBER 30, 2008 2011

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for MAINTENANCE, REPAIR AND OPERATING SUPPLIES
(US COMMUNITIES)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on November 02, 2005 (Effective 12/01/05).

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Wes Baysinger, Director
Materials Management

CH/mm
Attach

Copy to: Materials Management
Jim Baker, MCDOT
Gidget Vigil, Equipment Services
Richard Crago, Facilities Management
Jan Killebrew, TCOM
Patty Sanford-Wright, Parks & Recreations
Bill Thornton, Solid Waste Management



CONTRACT PURSUANT TO RFP

THE HOME DEPOT

(RETAIL STORES)

SERIAL 05091-RFP

This Contract is entered into this 2nd day of November, 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc-Retail, a Delaware corporation ("Contractor") for the purchase of Maintenance, Repair and Operating (MRO) Supplies.

1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of December, 2005 and ending the 30th day of November, ~~2008~~ 2011.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B." Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.
- 3.2 The Contractor shall assist Customers with account implementation procedures as described in Exhibit "C," attached hereto and incorporated herein.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, to the extent an impartial arbiter, jointly agreed upon

by both parties (e.g., judge, jury or arbitrator), finally determines that the claim resulted from the negligence or fault of the Contractor.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.3.2 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.3.2.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which

coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.3.2.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.3.2.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.3.3 Certificates of Insurance.

3.3.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.3.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.3.4 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million (\$100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a Procurement Card (MasterCard) that may be used by the County from time to time, to place and make payment for orders under the Contract.

3.5 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

3.6 NOTICES:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003

For Contractor:

Home Depot U.S.A., Inc-Retail
ATTN: Government Solutions Group, Bldg. B-8
2455 Paces Ferry Road, N.W.
Atlanta, Georgia 30339

3.7 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for

lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

3.8 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

3.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.10 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

3.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

3.12 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

3.13 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

3.14 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents directly related to this Contract for one (1) year after final payment. The County or State auditors and any other persons duly authorized by Maricopa County shall have full access to, and the right to examine, any and all said materials. Auditing rights shall only apply to Contractor's wholesale affiliate, namely, The Home Depot Supply, Inc., and not to The Home Depot stores ("orange box stores"),

and will be specifically limited to the applicable sales transaction in question for the limited purpose of verifying any applicable discounts. Prior to any audit, the County or State auditors shall provide reasonable written notice to the Contractor, and include in the notice the specifics of the audit to be performed.

If the Contractor's books, records and other documents directly related to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.15 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

3.16 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

3.17 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall make commercially reasonable efforts to supply to the other party, upon written request, pertinent information that is relevant to a Contract and to the performance there under, unless the information contains trade secrets or is proprietary in nature.

3.18 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

3.19 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA)

As a Maricopa County ICPA, this agreement allows other Public Agencies, with the approval of the Contract Contractors, to purchase their requirements under the terms and conditions of this Maricopa County Contract.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR (HOME DEPOT U.S.A., INC.)

Joseph J. DeLyle
 AUTHORIZED SIGNATURE

Joseph J. DeLyle - EVP HD
 PRINTED NAME AND TITLE



2455 Paces Ferry Rd NW
Atlanta, GA 30339
 ADDRESS

10/17/05
 DATE

MARICOPA COUNTY

BY: *Max Wilson*
 CHAIRMAN, BOARD OF SUPERVISORS

NOV 01 2005
 DATE

ATTESTED:

James R. Candel
 CLERK OF THE BOARD

NOV 21 2005
 DATE

APPROVED AS TO FORM:

[Signature]
 MARICOPA COUNTY ATTORNEY
 DEPUTY MARICOPA COUNTY ATTORNEY

11/7/05
 DATE

EXHIBIT A **PRICING**

SERIAL: **05091-RFP**

PRICING SHEET:

BIDDER NAME:

F.I.D./VENDOR #:

BIDDER ADDRESS:

BIDDER PHONE #

BIDDER FAX #:

COMPANY WEB SITE:

COMPANY CONTACT (REP):

E-MAIL ADDRESS (REP):

Home Depot U.S.A., Inc. (Retail)

W000001453

2455 Paces Ferry Road, N. W.

Atlanta, GA 30339-4024

(770) 384-2292

(770) 384-4858

www.homedepot.com

Nathan Ehrlich

nathan_ehrlich@homedepot.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

☐ YES ☐ NO ☒ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10

NET 15

NET 20

NET 30

NET 45

NET 60

NET 90

2% 10 DAYS NET 30

1% 10 DAYS NET 30

2% 30 DAYS NET 31

1% 30 DAYS NET 31

5% 30 DAYS NET 31

X

1.1 Retail Discount

0.00%

Refer to Amendment #2

EXHIBIT B

AGREED SCOPE OF WORK MAINTENANCE, REPAIR AND OPERATING SUPPLIES

1.0 **INTENT:**

1.1 GENERAL INTENT

The intent of this Contract is to provide a source for retail supply of general and specialty hardware, building and construction equipment and materials, building supplies, tools, and other related maintenance repair and operating (MRO) supplies. The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for the maintenance and repair of residential, commercial and industrial environments for use by various government agencies nationwide.

1.2 REQUIREMENT

County of Maricopa (herein "Lead Public Agency") on behalf of County of San Diego, the City of San Antonio, Hillsborough County School District and the U.S. Communities' Government Purchasing Alliance (GPA) (Refer Section 1.6), is soliciting Proposals from qualified companies to enter into a Master Agreement for a complete line of Maintenance, Repair and Operation supplies and related services (herein "Products"). ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY AND MOST CURRENT PRODUCT LINES.

The Contractor(s) must deal directly with any government agency (herein "Participating Public Agency") concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment. The County of Maricopa is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, etc. incurred by any other Participating Public Agency.

The subsequent contract shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public (government) Agency exists. Each Participating Public (government) Agency enters in to a Master Intergovernmental Cooperative Purchasing Agreement (MICPA that allows the Participating Public Agency to purchase products from the Contractor(s) in accordance with each Participating Public Agency's purchasing policy and procedures.

1.3 PARTICIPATING PUBLIC AGENCY MODEL

U.S. Communities has employed the Participating Public Agency Model very successfully with a variety of national suppliers, all of whom are listed at www.uscommunities.org. Fairfax County, Virginia, Miami-Dade County, FL, Wichita Public Schools, KS, Harford County Public Schools, MD, City of Charlotte/Mecklenburg County, NC and Los Angeles County, California, have served as Lead Public Agencies, signing Master Agreements. Participating Public Agencies "piggy back" on the competitively bid Master Agreement. Vendors comply with the state and local laws, rules and regulations in each state and locality where product is provided. Suppliers offer the Master Agreement as their primary contract with local government agencies nationwide. The program currently does business with over 8,000 Participating Public Agencies under the Master Agreements.

1.4 MARKETING SUPPORT & ADMINISTRATIVE FEES

U. S. Communities provides marketing support for Contractor's products through its major national sponsors, the National League of Cities, the National Association of Counties (NACo), the National Institute of Governmental Purchasing (NIGP), the Association of School Business Officials International (ASBO) and the U.S. Conference of Mayors (USCM). In addition, the program is sponsored and marketed by a network of State Associations of Counties and Municipal Leagues. U.S.Communities and the sponsors provide administrative and marketing personnel,

including regional managers that directly promote the U.S. Communities program and suppliers to Participating Public Agencies through personal meetings and calls, direct mail, national publications, annual meetings and a network of Local Government and State Associations. Participating Contractors are required to pay to U.S. Communities an administrative fee based on a specified percentage of purchases made. The administrative fee is distributed to the Program's national and state sponsors (with a certain portion also payable to the Lead Agency) and is used to offset the costs of governance, lead agency costs, sponsor costs, and the marketing and administration of U.S. Communities. The successful contractor will be required to execute the U. S. Communities Administrative Agreement.

2.0 **SCOPE OF WORK:**

2.1 **SUPPLIER COMMITMENTS TO U.S. COMMUNITIES**

Each supplier is required to make three basic commitments to insure the overall success of the national program:

Corporate Commitment - A commitment that U.S. Communities has the support of senior management, and that U.S. Communities is the primary offering to local government agencies nationwide. The supplier shall make its existing local public agency clients aware of its U.S. Communities contract and upon the local public agency's request; such agency will be transitioned to the supplier's U.S. Communities contract;

Pricing Commitment - A commitment that U.S. Communities pricing is the lowest available pricing (net to buyer) to local agencies nationwide and a further commitment that, if a local agency is eligible for lower pricing through a federal, state, regional or local contract, the supplier will match the pricing under U.S. Communities.

Sales Commitment - A commitment that the supplier will aggressively market U.S. Communities nationwide and that the sales force will be trained, engaged and committed to offering U.S. Communities to local agencies nationwide with a further commitment that all U.S. Communities sales be accurately and timely reported to the U.S. Communities program office.

- 2.1.1 A national sales force adequate in size to meet the demands of a multitude of agency needs for the products listed herein.

The Home Depot, on the other hand, operates primarily as a cash and carry retailer, and therefore relies on our hundreds of thousands of sales associates who staff our many retail stores to meet customers face-to-face and address their needs.

- 2.1.2 Ability to provide toll-free telephone access and accept facsimile, state of the art electronic and Internet ordering and payment.

- 2.1.3 A nationwide customer support system.

The Home Depot continually assesses our business to find opportunities to support our customers and increase the benefits of doing business with us. We have implemented or expanded a number of in-store initiatives in Home Depot stores and programs aimed at supporting store operations in the last year. Of special interest to the audience served by US Communities is our Professional Business Customer Initiative. We are committed to being the supplier of choice to a variety of professional customers, including carpenters, plumbers, painters, electricians, and building maintenance professionals. In the past year, we have continued to expand our "Pro" initiative, which adds service-related programs to our stores that are designed to meet the special needs of professional customers. Stores participating in the program have added associates at a sales desk dedicated to providing more personalized service to professional customers, including managing accounts and taking and filling orders for pick-up or delivery. Additionally, during the hours when professionals typically shop, these stores have assigned sales associates in certain departments to better assist these customers. We have also increased the available quantities and packaging of products on hand to serve professionals who typically purchase in bulk. Through this initiative, we have identified best practices in serving our professional customers that have been implemented in more than 1500 of our stores.

- 2.1.4 A single point of contact (National Account Manager/Program Manager) to interact with the U.S. Communities Program Staff.

2.1.4.1 RETAIL SALES:

Project Manager
THE HOME DEPOT
2455 Paces Ferry Road, N. W.
Atlanta, GA 30339-4024

Office: (770) 384-2292
Cell: (678) 576-4994
Fax: (770) 384-4858

- 2.1.5 *The primary web site for The Home Depot is www.homedepot.com. Through it, we offer approximately 15,000 items that can be delivered by a parcel delivery service. Managing product selection and pricing nationally allows us to promote the same product and price to all visitors to our web sites and allows us to leverage on-line marketing channels that reach across markets.*

In addition to products, the site offers information about our products and projects, calculators to estimate the amount and kinds of materials needed to complete a project, as well as information about our company (including store locations and hours of operation) and links to our other on-line businesses. As with our stores, the focus of our web site is on providing information and customer service. We believe our Internet site helps us to educate and build relationships with our customers, improve service, and make shopping more convenient.

- 2.1.6 Describe the capacity of your company to meet Minority and Women Business Enterprises (MWBE) and other local purchasing preferences, which will vary among Participating Public Agencies.

We recognize that local purchasing preferences (MWBE, etc.) exist among the many public agencies that might chose to participate in a US Communities contract, and that this solicitation is silent with regard to compliance with those preferences that one might specify in advance. We will respectfully consider all local preferences that a participating public agency might wish to include in their own agreement with THD and we will provide Tier 2 reporting in the aggregate of products that THD purchase for resale from manufacturers that identify themselves as minority, disadvantaged, or small.

- 2.1.7 Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state: 1.) If your Internet ordering system is OBI (open buying on the Internet) compatible; 2.) If you use a single system or platform for all phases of the ordering, processing, delivery and billing.

- 2.1.8 Describe your firm's ability to report quarterly sales under this Agreement by the individual Participating Public Agency.

Bi-weekly for the past five years, in conformance with the requirements of a contract that The Home Depot and The Home Depot Supply hold jointly with the State of New York, we have collected the sales data requested, and reported it to our customer and to our internal management. The success of the process has always depended on accurately collecting in advance information about the bankcards that the customers use to make payment. By requiring participating public agencies to register their bankcards with us in advance, we can assure US Communities and ourselves that when we extract data from our sales journals we will find all the activity of bona fide users of the contract.

2.1.9 Describe your firm's ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

- 2.1.9.1 Sales dollars
- 2.1.9.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
- 2.1.9.3 Procurement card (MasterCard or Visa brand)
- 2.1.9.4 On-time deliveries
- 2.1.9.5 Back Orders

2.1.10 Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Routinely expanding the product categories allowable under this solicitation to include MRO-related products distributed by our sister businesses now and as we acquire new ones could be of great benefit to participating public agencies. Allowing for the modification of this agreement to include product line expansion as Home Depot grows without the need to re-compete all possible additions would seem to offer all parties attractive efficiencies.

2.2 THE HOME DEPOT RETAIL OUTLETS (09/01/2005):

	RETAIL STORES			RETAIL STORES
ALABAMA	23		MONTANA	6
ALASKA	4		NEBRASKA	8
ARIZONA	45		NEVADA	14
ARKANSAS	11		NEW HAMPSHIRE	19
CALIFORNIA	187		NEW JERSEY	58
COLORADO	38		NEW MEXICO	13
CONNECTICUT	22		NEW YORK	89
DELAWARE	6		NORTH CAROLINA	38
FLORIDA	128		NORTH DAKOTA	1
GEORGIA	67		OHIO	60
HAWAII	7		OKLAHOMA	13
IDAHO	11		OREGON	18
ILLINOIS	63		PENNSYLVANIA	62
INDIANA	23		RHODE ISLAND	8
IOWA	8		SOUTH CAROLINA	20
KANSAS	15		SOUTH DAKOTA	1
KENTUCKY	14		TENNESSEE	30
LOUISIANA	23		TEXAS	157
MAINE	10		UTAH	17
MARYLAND	38		VERMONT	4
MASSACHUSETTS	40		VIRGINIA	39
MICHIGAN	67		WASHINGTON	36
MINNESOTA	29		WEST VIRGINIA	4
MISSISSIPPI	12		WISCONSIN	26
MISSOURI	30		WYOMING	3
TOTAL		1,665		

- 2.2.1 Retail sales at the local store may be placed as:
(A) Will call (phone or fax order)
(B) Point of sale (POS)

- 2.2.2 Identify the delivery interval after receipt of order (ARO) for locally delivered products.

For The Home Depot, local delivery is available from only some stores. The Home Depot business model is predicated on the assumption that most customers will take their purchases with them. Delivery, if requested, is treated as an extra service, the cost of which should be borne by the customer requesting it, and not by the public at large. Therefore, the cost of delivery is not "built into" our product selling prices. The Home Depot typically contracts for delivery for those customers who request it.

Orders for products delivered from the retail stores cannot be placed through the Internet. Orders placed through the Internet at www.homedepot.com or at <http://www.contractorservices.homedepot.com> are fulfilled from distribution centers, not from retail stores.

- 2.3.2 Provide your retail outlet hours of operation.

The hours of operation of our more than 1800 retail stores vary seasonally. A phone call to one's local store is recommended. The location and phone number of the nearest store can be found at www.homedepot.com.

2.4 PRODUCTS:

- 2.4.1 THE PRIMARY OBJECTIVE IS FOR EACH VENDOR TO PROVIDE ITS ENTIRE CATALOG OF PRODUCT SO THAT PARTICIPATING PUBLIC AGENCIES MAY ORDER A BROAD RANGE OF PRODUCT AS APPROPRIATE FOR THEIR NEEDS

- 2.4.2 Explain any additional pricing incentives that may be available such as large volume purchases.

2.5 CUSTOMER SUPPORT SERVICES:

- 2.5.1 Explain your firm's policy regarding:

- (A) Quality Assurance

As distributors of products manufactured by others, The Home Depot formally delegate quality assurance responsibilities to our suppliers through our Vendor Buying Agreements. VBA's are reviewed annually and vendors are held responsible for assuring us that their products conform to all applicable industry standards, meeting or exceeding them in verifiable tests. We require that manufacturers warrant their products when appropriate, and we assist our customers in exercising their rights under those warranties if they should need to.

- (B) Minimum order requirement

None.

- (C) After hours service (including weekends and holidays)

Internet and fax service is available 7/24.

- (D) Special Orders

Detail the sub-contracting process (ordering, shipment, invoicing) for those products not carried in your firm's warehouse distribution center. The process shall be transparent to the Participating Public Agencies.

A team of technical specialists does the research to find a manufacturer who makes what the customer needs, and then faxes a quote showing the costs of the item and its delivery time.

An important service we offer our customers is access to all the goods manufactured by our hundreds of suppliers, not just the small portion of their total line that is frequently demanded and that we stock for immediate delivery. Our Special Orders department processes requests for these goods. As part of their preparation of a quote, our associates choose either to bring the merchandise into our distribution center and then reship it to the customer, or drop ship it directly from the manufacturer to the customer. In both cases, the customer views us as the merchant of record, placing their purchase order with us and paying the invoice from us. The customer does not see, and is not involved in any way in the transaction with the manufacturer.

2.6 DELIVERY AND FREIGHT REQUIREMENTS:

- 2.6.1 All domestic shipments shall be FOB Origin, Freight Prepaid and Included.
- 2.6.2 The Contractor shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Contractor shall also file all claims for visible or concealed damage. The Participating Public Agency will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection of the goods.
- 2.6.3 Handling fees, if any, shall be included in the wholesale pricing.
- 2.6.4 EXHIBIT D identifies items incurring shipping charges (Refer §2.2.1) for domestic delivery.
- 2.6.5 Shipping and handling fees are allowable to areas outside the continental U.S.

EXHIBIT C

ACCOUNT IMPLEMENTATION PROCEDURES

It is The Home Depot's intention to utilize the US Communities website to provide Public Participating Agencies with information requirements for recognizing them as valid users of the US Communities contract. On the website, Home Depot will describe three options for payment, and allow applicants to choose the option that best meets their needs.

Option A - Customer pays for all purchases with a bankcard.

Option B - Customer pays for all purchases with a THDS prox account.

Option C - Customer pays for purchases in the stores with their bankcard, but wants THDS to accept purchase orders and send invoices.

If the customer chooses Option A, the Account Services representative at THDS will open a customer file that is linked to this contract and call the customer to get bankcard number(s) the customer intends to use. That data will be retained in a field reserved for it. Once the bankcard number is entered, all the customer's future purchases with that bankcard either in the stores or at THDS will be captured and linked to the contract for reporting.

If the customer chooses Option B, the Account Services representative at THDS will open a customer file that is linked to this contract and will inform Citibank of the customer's request for credit. Citibank will evaluate the request and (if the agency is credit worthy) open a numbered prox account. Citibank will provide that account number to THDS Account Services, who will include it in the field reserved for it. The customer will be notified that the prox account is ready to use by the THDS Account Services representative who will also make sure the customer knows how to use it in conjunction with the agency's purchase orders. This is a vitally important step in quality control and cannot be taken casually. It will occur between a purchasing professional on the customer's side and a credit administration professional on the seller's side. It will be our responsibility, before divulging the account number, to ensure that the customer's representative fully understands how to instruct their trades people who use the account in the stores to carefully adhere to the administrative details that will ensure prompt payment of all invoices. All future uses of the prox account both at the stores or at THDS will be captured and linked to the contract for reporting.

If the customer chooses Option C, the THDS Account Services representative will also obtain a completed commercial account application and code the customer's file to accept purchase orders and send invoices. All future uses of the bankcard at the stores or the open credit account with THDS will be captured and linked to the contract for reporting.

CONTRACT AMENDMENT #1

(EFFECTIVE 09/01/07)

**MEMORANDUM OF UNDERSTANDING BETWEEN
HOME DEPOT U.S.A., INC.
AND
HD SUPPLY FACILITIES MAINTENANCE, LTD.**



2455 Paces Ferry Road NW • Atlanta, GA 30339-4024

29 August 2007

Subject: HOME DEPOT U.S.A., INC. AND HD SUPPLY FACILITIES MAINTENANCE, LTD
SUPPORT OF CONTRACT 05091 WITH MARICOPA COUNTY (US
COMMUNITIES) – SUBMITTAL OF MEMORANDUM OF UNDERSTANDING

To: Maricopa County
Department of Materials Management
320 West Lincoln Street
Phoenix, AZ 85003
Attention: C. Hinegardner

Reference: (a) Contract 05091 with Maricopa County, AZ and Associated US Communities
Administrative Agreement for MRO Supplies

Enclosure: (1) Memorandum of Understanding between Home Depot U.S.A., Inc. and HD
Supply Facilities Maintenance, Ltd. in Support of Contract 05091 with Maricopa
County, AZ and Associated U.S. Communities Administrative Agreement –
effective 8/22/07

1. This correspondence is to identify that Home Depot is selling the HD Supply business unit, which includes HD Supply Facilities Maintenance (formerly The Home Depot Supply, Inc.) to the private equity firms of Bain Capital Partners, The Carlyle Group and Clayton, Dubilier & Rice. Effective date of the close of the sale is targeted for 8-31-07.
2. To ensure continued seamless support of the US Communities contract, the parties have committed to the enclosed Memorandum of Understanding (MOU) to ensure each entity continues the required execution and expansion of the contract(s) by performing the requirements therein.
3. Home Depot and HD Supply Facilities Maintenance (HDSFM) are committed to continued fulfillment of U.S. Communities Contract 05091.
4. If you have any questions please direct them to the undersigned at 770-384-3772.

Respectfully,

HOME DEPOT U.S.A. INC.

A handwritten signature in black ink, appearing to read "Richard Nyberg".

Richard Nyberg
Government and National Accounts
Contracts Manager

Cc: Kevin Juhring
U.S. Communities
15843 Crabbs Branch Way Suite 200
Rockville, MD 20855



**MEMORANDUM OF UNDERSTANDING BETWEEN
HOME DEPOT U.S.A. INC.
AND
HD SUPPLY FACILITIES MAINTENANCE, LTD.
IN SUPPORT OF
CONTRACT 05091 WITH MARICOPA COUNTY, AZ
AND ASSOCIATED U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT**

This Memorandum of Understanding ("MOU") is entered into this 22nd day of August, 2007 ("Effective Date") by and between Home Depot U.S.A. Inc. ("Home Depot"), a Delaware Corporation, and HD Supply Facilities Maintenance, Ltd. ("HDSFM"), a Florida Limited Partnership

WHEREAS, Home Depot and HDSFM have entered into an exclusive Maintenance, Repair, and Operating (MRO) Supplies supply contract with Maricopa County, AZ and associated Administration Agreement with U.S. Communities Purchasing and Finance Agency dated December 1, 2005 ("Contract 05091");

WHEREAS, Home Depot is selling the business unit comprised of HDSFM to the private equity firms of Bain Capital Partners, The Carlyle Group and Clayton, Dubilier & Rice;

WHEREAS, the parties have agreed to support the performance requirements of Contract 05091 as separate legal entities according to the terms set forth in this MOU..

NOW, THEREFORE, for and in consideration of the mutual agreements contained in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties agree as follows:

- I. Continue execution and expansion of Contract 05091 by performing the requirements therein for each separate entity and providing consistent support of the customers thereunder. All terms of Contract 05091 will apply separately to each business as applicable.
- II. Home Depot Responsibilities:
 1. Providing the confidential sales reporting information and associated rebate remittance for associated contract sales from Home Depot retail stores only, as required under Contract 05091.
 2. Supporting the supplier commitments under contract 05091, including Corporate Commitments, Pricing Commitments, Sales Commitments, and Marketing Commitments for Home Depot Store customers only.
 3. Any Home Depot specific operational efforts/expenses associated with servicing the contract throughout its term.
- III. HDSFM Responsibilities:
 1. Providing the confidential sales reporting information and associated rebate remittance for direct sales from HDSFM associated contract accounts under their catalog program.
 2. Supporting the supplier commitments under Contract 05091, including Corporate commitments, Pricing Commitments, Sales Commitments, and Marketing Commitments for HDSFM direct customers only.
 3. Assumption of all HDSFM specific operational efforts/expenses associated with servicing the contract throughout its term.

**MEMORANDUM OF UNDERSTANDING BETWEEN
HOME DEPOT U.S.A. INC.
AND
HD SUPPLY FACILITIES MAINTENANCE, LTD.
IN SUPPORT OF
CONTRACT 05091 WITH MARICOPA COUNTY, AZ
AND ASSOCIATED U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT**

- IV. Home Depot and HDSFM Joint Responsibilities:
1. Payment of individual tiered remittance percentages based upon each party's pro-rata share of the total quarterly/annual combined sales under Contract 05091.
 2. Supporting any required meetings that are associated with performance of Contract 05091 as a whole, not attributable to only one line of business.
 3. Protection of the of the other party's proprietary information with the same measures that each party uses to protect its own proprietary/confidential information. This protection will include maintaining administrative, technical and physical safeguards to protect against unauthorized access, use, modification, and disclosure of information. Furthermore, any shared information will not be shared with other entities/customer without the express consent of the originating party.
- V. Amendment. The parties may mutually agree to modify this MOU at any time by written amendment. This MOU will be re-evaluated by the parties prior to the contract completion/extension date for Contract 05091 (December 1, 2008); and prior to any additional extension activities.
- VII. Dispute Resolution. The parties agree that any dispute which may arise regarding their activities under the terms of Contract 05091 will be settled under the provisions therein. Any disputes between the parties regarding the support of Contract 05091 will be settled by mediation at a venue mutually agreeable to the party's
- VIII. Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties with respect to the subject matter of this MOU and supersedes all prior discussions and agreements, either oral or written, relating to the subject matter of this MOU. This MOU may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Facsimile signatures on such counterparts shall be deemed originals.

AGREED AND ACCEPTED:

HOME DEPOT U.S.A., INC.

By: Ron Jarvis
[Signature]
Senior VP Pro/Tool Rental
[Title]
8/6/07
[Date]

HD SUPPLY FACILITIES
MAINTENANCE, LTD.

By: Burt Chen
[Signature]
VP Finance
[Title]
8/22/07
[Date]

AMENDMENT #2

EFFECTIVE 07/01/08

The Contract between Maricopa County and Home Depot U.S.A., Inc., has been amended to include an annually disbursed rebate incentive plan for all credit card transactions as outlined below.

INCENTIVE PLAN

The following incentive plan will be cooperatively marketed and made available to participating agencies procurement members. The Program's incentive plan is as follows:

Eligibility for rebate incentives to the participating agencies requires registration with Home Depot as a US Communities participant. Eligible sales will commence upon completion of the enrollment based upon sales that occurred on those accounts from the date of registration through the calendar year. For 2008 (only), any agencies registered with Home Depot prior to 7/1/08 will have their 2008 rebate based upon the registration date of the associated card; even if that date is prior to 7/1/08. Tracking of potential incentives will begin once the cards are successfully enrolled.

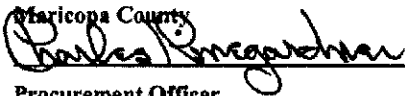
The annual disbursement of the rebate incentives to the participating agencies, by Home Depot, will be completed no later than sixty (60) days after the end of each calendar year, with annual disbursement made of a cash rebate, payable (based on pretax sales) by check as follows:

- At least \$25,000 to \$100,000 Annual Net sales = 1% Rebate of Net Sales
- Over \$100,000 Annual Net sales = 2% Rebate of Net Sales

Administrative Information

- Home Depot shall have the right to reduce any disbursement made to participating agencies hereunder in consideration of any returns, disputed purchases, disputed credit card charges, disputed warranty or workmanship claims, other disputed claims, delinquency, etc., made by or attributable to any purchase.
- Participating agencies acknowledge that it will provide complete and accurate information and that Home Depot will rely upon the completeness and accuracy of the credit card information and other pertinent information provided to Home Depot for purposes of enabling Home Depot calculate the disbursements due such businesses hereunder. Disputes specific to rebate remittance are to be identified and/or resolved within ninety (90) days of receipt of remittance check.

ACCEPTANCE:

Maricopa County

 Procurement Officer

07.01.08
 Date

Home Depot U.S.A. Inc.

 Date

7/1/08
 Date

APPROVAL:

Materials Management Department

 Deputy Director

7/10/08
 Date



2455 Paces Ferry Rd., S.E. • Atlanta, GA 30339

5 June 2008

Subject: HOME DEPOT U.S.A., INC. CONTRACT 05091 WITH MARICOPA COUNTY
(US COMMUNITIES) – SUBMITTAL OF ADDITIONAL REBATE OFFER

To: Maricopa County
Department of Materials Management
320 West Lincoln Street
Phoenix, AZ 85003
Attention: C. Hinegardner

Reference: (a) Contract 05091 with Maricopa County, AZ and Associated US
Communities Administrative Agreement for MRO Supplies

1. Home Depot respectfully requests an addendum to the referenced contract to include an additional rebate incentive directly to participating agencies as outlined below:

INCENTIVE PLAN

The following incentive plan will be cooperatively marketed and made available to participating agencies procurement members. The Program's incentive plan is as follows:

- a. Eligibility for rebate incentives to the participating agencies requires registration with Home Depot as a US Communities participant. Eligible sales will commence upon completion of the enrollment based upon sales that occurred on those accounts from the date of registration through the calendar year. For 2008 (only), any agencies registered with Home Depot prior to 7/1/08 will have their 2008 rebate based upon the registration date of the associated card; even if that date is prior to 7/1/08. Tracking of potential incentives will begin once the cards are successfully enrolled.
- b. The annual disbursement of the rebate incentives to the participating agencies, by Home Depot, will be completed no later than sixty (60) days after the end of each calendar year, with annual disbursement made of a cash rebate, payable (based on pre-tax sales) by check as follows:
 - At least \$25,000 to \$100,000 Annual Net sales = 1% Rebate of Net Sales
 - Over \$100,000 Annual Net sales = 2% Rebate of Net Sales



c. Administrative Information

- Home Depot shall have the right to reduce any disbursement made to participating agencies hereunder in consideration of any returns, disputed purchases, disputed credit card charges, disputed warranty or workmanship claims, other disputed claims, delinquency, etc., made by or attributable to any purchase.
 - Participating agencies acknowledge that it will provide complete and accurate information and that Home Depot will rely upon the completeness and accuracy of the credit card information and other pertinent information provided to Home Depot for purposes of enabling Home Depot calculate the disbursements due such businesses hereunder. Disputes specific to rebate remittance are to be identified and/or resolved within ninety (90) days of receipt of remittance check
2. Home Depot is available at any time to discuss further this added benefit to participating agencies to ensure timely incorporation in the referenced contract.
3. If you have any questions please direct them to Mr. Mike Fiorot at 610-253-2354 or the undersigned at 770-384-3772.

Respectfully,

HOME DEPOT U.S.A. INC.



Richard Nyberg
Government Contracts Manager

Cc: Kevin Juhring
U.S. Communities
15843 Crabbs Branch Way Suite 200
Rockville, MD 20855

US Communities/The Home Depot Program Enrollment Form

Completion of this enrollment document is required to participate in the US Communities program with The Home Depot, and affirms that the enrollee has registered for the US Communities Government Purchasing Alliance @ <http://www.uscommunities.org/reg>.

Participation in the program requires tracking and reporting of all associated sales. In order to receive any earned volume incentives, all account numbers utilized for procurements under this program must be provided to The Home Depot and updated on a quarterly basis should there be any changes, additions or deletions. These numbers may include any and all Home Depot Commercial Accounts and/or Procurement Cards (Visa, Mastercard, American Express, Discover, etc.). The Home Depot meets all current standards for PCI DSS, which ensures that no customer credit account data is stored in any usable form. The PCI Data Security Standard (PCI DSS) is a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. This comprehensive standard is intended to help organizations proactively protect customer account data.

Please complete this document in full and submit for enrollment in The Home Depot / US Communities program.

REQUIRED INFORMATION

Public Agency Name/Dept: _____

Tax ID Number (TIN): _____

Contact Person: _____

Title: _____

Street Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____

E-mail: _____

The individual email address listed on this form will receive an automated invite containing a link to our secure PCI website. ALL account numbers utilized for procurement under this program (Home Depot, Visa, Mastercard, Amex, etc.) must be registered via this website to qualify for earned volume incentives.

Tax Exempt Customers: Register for exemption.

Home Depot Commercial Account (for Purchase Orders or direct buy): Setup

FAX COMPLETED FORM TO: 866-589-0691

Or, if your browser settings permit, EMAIL TO: uscommunities@homedepot.com

CONTRACT AMENDMENT #3

EFFECTIVE 11/01/2008

EXHIBIT B, Section 1.1, entitled General Intent, is amended to include:

- 1. Assembly and/or installation services of products purchased through the Home Depot, such as:**
 - 1.1 Appliances**
 - 1.2 Plumbing Fixtures (sinks, toilets, bathtubs)**
 - 1.3 Cabinets**
 - 1.4 Flooring (carpet, tile)**
 - 1.5 Window Covering**
 - 1.6 Fencing**
 - 1.7 Electrical Products (ceiling fans, lighting)**
 - 1.8 Roofing**
- 2. Rental of any tools or equipment deemed necessary by an Agency to maintain, repair or upgrade existing facilities.**

HOME DEPOT USA INC-RETAIL, 2455 PACES FERRY ROAD NW, ATLANTA, GA 30339

PRICING SHEET NIGP 4500002

Terms:	Net 30
Vendor Number:	W000001453 X
Telephone Number:	866-589-0690
Fax Number:	888-589-0691
Contact Person:	Nathan Ehrlich
E-mail Address:	<u>hd_government_solutions@homedepot.com</u>
Company Web Site:	<u>www.homedepot.com</u>
Certificates of Insurance	Required
Contract Period:	To cover the period ending November 30, 2008 2011.



State of Texas List of Stores

8-09

Count	Store Number	Address	City	State	Zip	Phone #	Fax #
1	0571	1100 LUMPKIN RD	HOUSTON	TX	77043	713-461-9898	713-467-8763
2	0569	13400 MARKET STREET	HOUSTON	TX	77015	713-451-9600	713-450-8396
3	0542	4850 SW LOOP, 820 BL R	FORT WORTH	TX	76109	817-737-9220	817-735-6396
4	0541	4611 S COOPER	ARLINGTON	TX	76017	817-468-4224	817-472-2413
5	0539	1224 N CENTRAL EXPY	PLANO	TX	75074	972-423-7011	972-516-8436
6	0550	11255 GARLAND RD	DALLAS	TX	75218	214-328-1900	214-319-0496
7	0574	15505 SW FREEWAY	SUGAR LAND	TX	77478	281-242-9200	281-279-0496
8	0537	251 S INDUSTRIAL BLVD	EULESS	TX	76040	817-545-3000	817-868-2496
9	0580	4909 WINDSOR HILL	SAN ANTONIO	TX	78239	210-599-0800	210-871-7696
10	0581	5101 CAMBRAY DR	SAN ANTONIO	TX	78229	210-520-0630	210-523-4121
11	0540	8501 NE LOOP 820	RICHLAND HILLS	TX	76180	817-485-4400	817-788-7430
12	0582	1066 CENTRAL PKWY S	SAN ANTONIO	TX	78232	210-545-1431	210-402-2416
13	0576	20360 HWY 59	HUMBLE	TX	77338	281-540-2400	281-319-0346
14	0577	999 NORTH LOOP WEST	HOUSTON	TX	77008	713-802-9725	713-803-5346
15	0568	20131 N I-45	SPRING	TX	77373	281-288-4900	281-288-2262
16	0566	5445 WEST LOOP	HOUSTON	TX	77081	713-662-3950	713-349-1416
17	0522	11360 ROJAS DRIVE	EL PASO	TX	79936	915-599-8741	915-599-7416
18	0523	7545 N MESA AND REMCON	EL PASO	TX	79912	915-585-2319	915-585-5416
19	0585	2828 SOUTH HIGHWAY 6	HOUSTON	TX	77082	281-870-9369	281-368-6416
20	0552	2901 W WHEATLAND RD	DALLAS	TX	75237	972-709-3063	972-780-2416
21	0565	5455 FAIRMONT PARKWAY	PASADENA	TX	77505	281-998-9669	281-998-4316
22	0503	527 FAIR AVENUE	SAN ANTONIO	TX	78223	210-531-9600	210-531-5468
23	0524	901 N STEMMONS PKWY	LEWISVILLE	TX	75067	972-436-1398	972-219-9216
24	0551	6200 W PARK BLVD	PLANO	TX	75093	972-735-9333	972-930-8416
25	0554	201 RD TO SIX FLAGS WEST	ARLINGTON	TX	76011	817-459-4300	817-861-7316
26	0553	3261 N GEORGE BUSH HWY	GARLAND	TX	75041	972-530-9961	972-496-2816
27	0578	11500 CHIMNEY ROCK	HOUSTON	TX	77035	713-723-1400	713-726-4416
28	0584	6800 W SAM HOUSTON	HOUSTON	TX	77072	281-498-6445	281-983-9616
29	0526	5041 S PADRE ISLAND DR	CORPUS CHRISTI	TX	78411	361-993-1400	361-980-4016
30	0556	2140 JUPITER ROAD	GARLAND	TX	75044	972-496-5292	972-496-5416
31	0586	611 SW LOOP 410	SAN ANTONIO	TX	78227	210-675-2268	210-645-5416
32	0505	5801 W LOOP 289	LUBBOCK	TX	79414	806-788-1484	806-788-8636
33	0504	2551 S INTERSTATE HWY 35	ROUND ROCK	TX	78664	512-238-0820	512-238-3416
34	0588	W 12871 INTERSTATE 10	SAN ANTONIO	TX	78249	210-558-4415	210-561-6416
35	0587	300 VILLAGE CTR DR	SOUTHLAKE	TX	76092	817-251-1554	817-251-3416
36	0564	11468 GRISSOM LANE	DALLAS	TX	75229	972-484-7077	972-888-4997
37	0561	4009 N MIDLAND	MIDLAND	TX	79707	432-694-8700	432-681-3416
38	0589	6110 LEMMON AVE	DALLAS	TX	75209	214-654-9939	214-904-2416
39	0501	3910 EASTEX FREEWAY	BEAUMONT	TX	77703	409-892-4131	409-923-5116
40	0508	1341 W DAVIS	CONROE	TX	77305	936-539-2440	936-523-4416
41	0534	1111 FRY RD	KATY	TX	77449	281-599-9170	281-599-5516
42	0507	3850 S CARRIER PKWY	GRAND PRAIRIE	TX	75052	972-237-0025	972-266-7976
43	0531	765 EAST I-30	ROCKWALL	TX	75087	972-771-2825	972-772-7316
44	0562	5181 E 42ND ST	ODESSA	TX	79762	432-368-9118	915-368-3446
45	6502	909 W MCDERMOTT	ALLEN	TX	75013	972-359-0336	972-396-3916
46	0530	373 E FM 1382	CEDAR HILL	TX	75104	972-299-9390	972-299-7426
47	0527	4600 STATE HWY 121	PLANO	TX	75024	972-377-3613	972-377-1416
48	6503	11682 FOREST CENTRAL DR	DALLAS	TX	75243	214-343-1032	214-355-2776
49	6501	11820 DICKINSON RD	HOUSTON	TX	77089	281-464-2080	281-464-4116
50	0528	1515 N CENTRAL EXPRESSWY	MCKINNEY	TX	75070	972-569-9909	972-569-6796
51	0529	7950 SOUTH I-35 WEST FWY	FORT WORTH	TX	76134	817-293-0343	817-615-4116
52	6505	1315 HWY 77 NORTH	WAXAHACHIE	TX	75165	972-938-8188	972-923-4016
53	0509	11301 LAKELINE RD	AUSTIN	TX	78717	512-331-4436	512-336-4946
54	0506	409 N JACKSON	PHARR	TX	78577	956-994-1419	956-992-7346
55	6506	6800 HIGHWAY 6 NORTH	HOUSTON	TX	77084	281-858-8040	281-855-5436
56	0563	3200 W IRVING BLVD	IRVING	TX	75061	972-513-2400	972-986-3416
57	6510	10707 NORTH FREEWAY	HOUSTON	TX	77037	281-820-4745	281-405-2416
58	6516	19103 I-45	CONROE	TX	77385	936-321-0100	936-321-7416
59	6520	212 W KATHERINE P RAINES	CLEBURNE	TX	76031	817-645-0722	817-556-4116
60	6521	4551 PADRE ISLAND HWY	BROWNSVILLE	TX	78521	956-544-5466	956-550-4216



State of Texas List of Stores

8-09

Count	Store Number	Address	City	State	Zip	Phone #	Fax #
61	6515	220 I-20 WEST	WEATHERFORD	TX	76086	817-599-0811	817-598-2116
62	6525	14085 NORTHWEST FWY	HOUSTON	TX	77040	713-690-6619	713-329-0416
63	6504	2220 N COIT RD	RICHARDSON	TX	75080	214-575-3070	214-570-3416
64	6528	4710 S EXPRESSWAY 83	HARLINGEN	TX	78552	956-440-7779	956-430-5416
65	6532	5605 W WACO DR	WACO	TX	76710	254-772-8177	254-761-5116
66	6523	23575 US HIGHWAY 59	PORTER	TX	77365	281-577-9151	281-577-2016
67	6526	3201 E CENTRAL TEXAS EXP	KILLEEN	TX	76543	254-699-3554	254-953-1416
68	6529	2658 MILITARY DRIVE	SAN ANTONIO	TX	78224	210-932-1199	210-932-7816
69	6534	1151 BRIDGEWOOD DR	FORT WORTH	TX	76112	817-496-3212	817-492-2416
70	6544	435 SUNSET RD WEST	SAN ANTONIO	TX	78209	210-824-9677	210-832-2416
71	6543	1514 E BROADWAY STREET	PEARLAND	TX	77581	281-993-1111	281-996-3716
72	6507	4915 GARTH ROAD	BAYTOWN	TX	77521	281-428-5091	281-428-3316
73	6512	21530 SH 249	HOUSTON	TX	77070	281-257-8900	281-257-6086
74	6540	5710 SAN BERNARDO AVE	LAREDO	TX	78041	956-753-8831	956-753-1416
75	6530	24400 COMMERCIAL DRIVE	ROSENBERG	TX	77471	281-239-2777	832-595-6416
76	6552	2500 SONCY RD	AMARILLO	TX	79124	806-355-3895	806-457-0416
77	6509	6810 GULF FREEWAY	HOUSTON	TX	77087	713-649-1108	713-454-6516
78	6546	5900 HWY 6 SOUTH	MISSOURI CITY	TX	77459	281-403-1397	281-403-7086
79	6548	2013 HWY 377	KELLER	TX	76248	817-745-3376	817-741-0416
80	6551	8138 AGORA PKWY	SELMA	TX	78154	210-945-8160	210-945-6716
81	6545	411 E LOOP 281	LONGVIEW	TX	75605	903-757-4208	903-242-0496
82	6514	3901 OLD JACKSONVILLE HW	TYLER	TX	75701	903-581-8513	903-579-8246
83	6537	18855 I-635	MESQUITE	TX	75150	972-682-6294	972-698-3416
84	6560	507 FM 2094	CLEARLAKE SHORES	TX	77565	281-538-3988	281-538-6196
85	6562	5321 HIGHWAY 121	THE COLONY	TX	75056	469-384-3715	972-624-2016
86	6547	9115 N FM 1604 WEST	SAN ANTONIO	TX	78249	210-695-2349	210-695-8616
87	6564	13202 LEOPARD STREET	CORPUS CHRISTI	TX	78410	361-242-0642	361-242-0416
88	6531	3600 FM 620 SOUTH	BEE CAVE	TX	78738	512-263-0785	512-263-6416
89	6542	3600 INTERSTATE HWY 35 S	AUSTIN	TX	78704	512-693-9811	512-912-5486
90	6549	3950 JIM WRIGHT FRWY	LAKE WORTH	TX	76135	817-237-5355	817-238-2416
91	6550	20740 US HWY 281 NORTH	SAN ANTONIO	TX	78259	210-494-5580	210-483-6996
92	6553	13309 I-35 NORTH	AUSTIN	TX	78753	512-989-6650	512-252-6246
93	6557	8555 HOME DEPOT DRIVE	IRVING	TX	75063	972-506-3006	972-444-6416
94	6533	6411 PRECINCT LINE RD	N RICHLAND HILLS	TX	76180	817-656-5274	817-605-4416
95	6568	1725 N US HWY 287	MANSFIELD	TX	76063	817-453-4038	817-453-7076
96	6566	3120 NE LOOP 286	PARIS	TX	75460	903-785-3772	903-783-7816
97	6556	633 WEST BANDERA	BOERNE	TX	78006	830-249-2834	830-249-1916
98	6561	6850 S FRY ROAD	KATY	TX	77494	281-693-8420	281-693-8416
99	6571	415 E HIGHWAY 377	GRANBURY	TX	76048	817-579-0050	817-408-2416
100	6554	7101 CENTER POINT LANE	GREENVILLE	TX	75402	903-454-2125	903-457-2476
101	6578	215 INTERSTATE 45 NORTH	HUNTSVILLE	TX	77320	936-439-0200	936-294-6416
102	6575	525 HWY 71 W	BASTROP	TX	78602	512-308-1022	512-308-4416
103	6577	1500 W EXPRESSWAY 83	WESLACO	TX	78596	956-447-2645	956-973-2017
104	6570	1200 HOME DEPOT BLVD	SUNSET VALLEY	TX	78745	512-892-3035	512-358-2416
105	0519	804 E HWY 82	GAINESVILLE	TX	76240	940-665-0939	940-612-8074
106	6586	17928 SPRING CYPRESS RD	CYPRESS	TX	77429	281-304-1956	281-304-3413
107	6583	4590 SW DRIVE	ABILENE	TX	79606	325-690-1032	325-795-5413
108	0514	1307 MORMON MILLS RD	MARBLE FALLS	TX	78654	830-693-1482	830-798-3413
109	6567	10111 BROADWAY	PEARLAND	TX	77584	713-436-5992	713-413-5413
110	6574	702 65TH STREET	GALVESTON	TX	77551	409-744-4895	409-740-5173
111	6576	1789 SIDNEY BAKER	KERRVILLE	TX	78028	830-895-8800	830-792-1013
112	6572	852 INTERNATIONAL PKWY	FLOWER MOUND	TX	75028	972-355-6604	972-874-6773
113	6579	151 WINDSOR AVE	TERRELL	TX	75160	972-524-9901	972-524-4743
114	6580	4110 ST MICHAEL	TEXARKANA	TX	75501	903-832-6002	903-838-1414
115	6588	3705 KELL BLVD	WICHITA FALLS	TX	76308	940-692-0405	940-689-6914
116	6581	125 E STATE HWY 114	ROANOKE	TX	76262	817-430-2571	817-961-7413
117	6584	4038 SOUTH PORT AVENUE	CORPUS CHRISTI	TX	78415	361-853-9173	361-851-5413
118	6538	1303 RIVERY BLVD	GEORGETOWN	TX	78626	512-868-3682	512-864-2613
119	6804	6000 SKILLMAN	DALLAS	TX	75231	214-750-5927	214-706-7413
120	6589	951 WESTGATE WAY	WYLIE	TX	75098	972-429-4892	972-941-0813



State of Texas List of Stores

8-09

Count	Store Number	Address	City	State	Zip	Phone #	Fax #
121	6559	1615 UNIVERSITY DRIVE	COLLEGE STATION	TX	77840	979-595-1188	979-691-7613
122	6563	8801 S I-35	AUSTIN	TX	78744	512-291-0153	512-292-5733
123	0518	601 NORTHCREEK DR	SHERMAN	TX	75092	903-891-3396	903-868-3483
124	6555	2011 KELLER SPRINGS RD	CARROLLTON	TX	75006	972-242-8437	972-389-4413
125	6807	4363 HOUSTON HARTE EXWY	SAN ANGELO	TX	76901	325-223-0439	325-223-7113
126	0516	801 TRENTON ROAD	MCALLEN	TX	78504	956-668-8783	956-668-3914
127	6585	2700 WHITESTONE BLVD	CEDAR PARK	TX	78613	512-528-9053	512-528-2613
128	6517	100 ABNER JACKSON PKWY	LAKE JACKSON	TX	77566	979-297-3562	979-480-8413
129	6587	6708 NE ZAC LENTZ PKWY	VICTORIA	TX	77904	361-575-4704	361-582-5413
130	0513	4211 S MEDFORD DRIVE	LUFKIN	TX	75901	936-699-3555	936-699-7413
131	6809	252 N CUSTER ROAD	MCKINNEY	TX	75071	469-952-2436	972-548-5113
132	0555	12005 ELAM ROAD	BALCH SPRINGS	TX	75180	972-913-9816	972-913-3513
133	8540	2530 S JEFFERSON AVE	MT PLEASANT	TX	75455	903-434-7940	903-434-7973
134	6814	7100 NORTH FREEWAY	FORT WORTH	TX	76137	817-232-8100	817-230-2873
135	8419	603 STRICKLAND DRIVE	ORANGE	TX	77630	409-988-0294	409-228-3413
136	6816	2610 FORT WORTH AVENUE	DALLAS	TX	75211	214-942-6658	214-944-2413
137	6817	2290 S I-45	CORSICANA	TX	75109	903-875-1934	903-641-4413
138	8951	2201 LAKEVIEW PARKWAY	ROWLETT	TX	75088	972-463-7924	972-612-4313
139	8418	7900 N FM 620	AUSTIN	TX	78726	512-258-7914	512-249-3113
140	8438	300 NW JOHN JONES	BURLESON	TX	76028	817-447-6602	817-426-7178
141	8439	600 W HWY 79	HUTTO	TX	78634	512-759-3688	512-759-9014
142	8521	9509 WHITE SETTLEMENT RD	WHITE SETTLEMENT	TX	76108	817-367-7115	817-935-2413
143	8437	201 W I-10	SEGUIN	TX	78155	830-372-0714	830-401-5414
144	8454	3730 DRY HOLE DR, CR#210	KYLE	TX	78640	512-295-8170	512-295-9013
145	8518	2801 WOODRIDGE BLVD	BRENNHAM	TX	77833	979-277-9964	979-251-6513
146	8519	120 S SHARY ROAD	MISSION	TX	78572	956-583-4194	956-205-4414
147	8523	12221 MONTWOOD DRIVE	EL PASO	TX	79936	915-856-3082	915-856-2013
148	8976	500 N I-35 EAST	LANCASTER	TX	75146	972-223-4929	972-274-8413
149	6819	6119 FM 1488	MAGNOLIA	TX	77354	281-356-2087	281-252-2414
150	6820	100 MARKET PLACE BLVD	BROWNWOOD	TX	76801	325-643-1381	325-641-4013
151	8520	1360 N IH 35	NEW BRAUNFELS	TX	78130	830-625-4089	830-608-8716
152	6806	10600 EASTEX FREEWAY	HOUSTON	TX	77093	713-699-0965	713-884-4013
153	6513	5995 EL DORADO PKWY	FRISCO	TX	75034	469-633-0607	469-633-7073
154	6988	3111 SE MILITARY	SAN ANTONIO	TX	78223	210-359-7000	210-304-7063
155	6539	140 N BYPASS 35	ALVIN	TX	77511	281-585-6164	281-756-4413
156	6558	8400 WESTHEIMER ROAD	HOUSTON	TX	77063	713-917-0510	713-917-0974
157	6828	4159 FM 1960 WEST	HOUSTON	TX	77068	832-484-1284	281-586-2413
158	6984	605 W MORRISON RD	BROWNSVILLE	TX	78520	956-350-2232	956-350-1413
159	6827	2615 50TH STREET	LUBBOCK	TX	79416	806-791-4102	806-796-4114
160	6985	8400 KATY FREEWAY	HOUSTON	TX	77024	713-984-2741	713-935-4013
161	6818	5638 W LOOP 1604 NORTH	SAN ANTONIO	TX	78251	210-520-4198	210-706-1419
162	6830	1803 NIH 35	BELLMEAD	TX	76705	254-867-8575	254-413-3214
163	6838	12727 FM 1960 WEST	HOUSTON	TX	77065	281-807-5128	281-517-4413
164	6831	2410 S GEORGIA STREET	AMARILLO	TX	79109	806-468-9100	806-254-4173
165	6840	1900 BRINKER ROAD	DENTON	TX	76205	940-243-0879	940-320-8174
166	6989	128 BULVERDE CROSSING	BULVERDE	TX	78163	830-438-8805	830-438-1314
167	6832	2454 VETERANS BLVD	DEL RIO	TX	78840	830-774-0456	830-775-8194
168	6833	1801 PARKER ROAD	PLANO	TX	75023	972-599-3280	972-758-2414
169	6839	10515 N MOPAC NB EXPWY	AUSTIN	TX	78758	512-338-1001	512-338-7401
170	6859	14440 HILLCROFT STREET	HOUSTON	TX	77085	713-283-8600	713-726-2413
171	6860	10419 HIGHWAY 6 SOUTH	SUGAR LAND	TX	77478	281-980-1777	281-313-7771
172	6863	3550 S GENERAL BRUCE DR	TEMPLE	TX	76504	254-773-3870	254-889-6414
173	8517	5280 SOUTH HWY 360	GRAND PRAIRIE	TX	75052	972-602-9385	972-623-4413
174	1853	3200 SOUTH GULF FREEWAY	LEAGUE CITY	TX	77573	281-337-5369	281-309-5514
175	8995	260 EAST HIGHWAY 290	DRIPPING SPRINGS	TX	78620	512-633-6071	512-858-9124
176	6808	1517 TOWN CENTER DR	PFLUGERVILLE	TX	78660	512-990-5413	512-989-4614
177	6892	1200 BARBARA JORDAN BLVD	AUSTIN	TX	78723	512-703-4110	512-404-1823
178	1859	18251 GULF FREEWAY	WEBSTER	TX	77598	281-488-2274	281-488-1091



2455 Paces Ferry Rd., N.W. • Atlanta , GA 30339
(770)433-8211

2 February 2010

Subject: HOME DEPOT PROPOSAL TO TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
(CPA) PROGRAM FOR A TEXAS PROCUREMENT AND SUPPORT SERVICES
(TPASS) MANAGED CONTRACT (TMC) FOR US COMMUNITIES
CONTRACTORS -- SUBMITTAL OF

To: TPASS Managed Contract, c/o TXMAS Program
Texas Comptroller of Public Accounts
1711 San Jacinto Blvd.
Austin, TX 78701

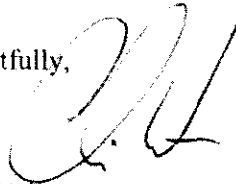
References: (a) Solicitation for Prospective TMC Vendor, received 12/18/09
(b) US Communities Contract 05091, for Maintenance, Repair, and Operations
(MRO) Supplies with Maricopa County, AZ and Associated US Communities
Administrative Agreement effective 12/1/05

Enclosures: (1) Executive Summary
(2) Home Depot U.S.A., Inc. Proposal and TPASS Contract Addendum
(3) TPASS Managed Contract Terms with Clarifications -- Home Depot Executed
(4) The Home Depot Stores List for the State of Texas
(5) US Communities Contract 05091, for Maintenance, Repair, and Operations
(MRO) Supplies with Maricopa County, AZ effective 12/1/05
(6) Home Depot U.S.A., Inc. TXMAS Certification Letter
(7) Home Depot U.S.A., Inc. TXMAS Good Faith Effort Certification

1. Home Depot U.S.A., Inc. (Home Depot) is pleased to submit the enclosed proposal package in accordance with the referenced solicitation. This submittal is based upon the proposal requirements identified therein and the implementation capabilities identified in the enclosed proposal.
2. Our reference (b) US Communities contract provides for incentives to consolidate procurement through our local The Home Depot stores with annual rebates to purchasing entities based upon sales volume and the capabilities to procure from a trusted supplier that services the local communities throughout the state of Texas.
3. The enclosed proposal highlights the long-standing presence our The Home Depot stores have had in Texas since 1988. Our proposal is a proven single stop shopping capability that we have demonstrated since the first store opened in 1979. Our ability to respond to customer requirements is a clear indication of our full spectrum customer support capability. When this is coupled with the fact that we are the largest building supply company in the world it gives us a capability to respond that is unparalleled. We are offering a capability that includes the material, infrastructure, and a proven management team.

4. Enclosure (2) includes a summary of our Enclosure (5) US Communities Contract, 05091. Home Depot is aware that portions of the terms and conditions in the US Communities contract may be amended to ensure a mutually agreeable TPASS contract can be awarded. Home Depot understands that upon execution of the Enclosure (1) and (2) documents that, combined, they will constitute the terms of the agreement between the parties.
5. In accordance with the TPASS requirements our ordering points are at the almost 180 The Home Depot stores throughout the State of Texas, with transactions completed at that time.
6. If you have any questions please direct them to Mr. C. McWilliam at 210-216-7178610-504-8587 or Mr. R. Nyberg at 770-384-3772. Thank you in advance for your consideration of our proposal.

Respectfully,

A handwritten signature in black ink, appearing to read 'C. Waits', written over a faint circular stamp.

Chris Waits
Vice President – Pro Business



*Home Depot U.S.A. Inc.
Proposal for
TPASS Managed US Communities based Contract
Executive Summary
Enclosure (1)*

Home Depot U.S.A. Inc.

Proposal to

Texas Comptroller of Public Accounts

for

Texas Procurement and Support Services (TPASS)

Managed US Communities based

Maintenance, Repair and Operations (MRO) Supplies Agreement

Executive Summary



*Home Depot U.S.A. Inc.
Proposal for
TPASS Managed US Communities based Contract
Executive Summary
Enclosure (1)*

Foreword

Home Depot U.S.A., Inc. (Home Depot) understands the State's need to reduce its overall costs and establishing as an alternative purchasing method; using the US Communities cooperative purchasing contracts based upon competitively awarded contracts by a governmental entity of any state. Home Depot can provide products to all Texas associated state agencies based upon our average store product count of over 40,000 items. In addition, through the purchasing power of Home Depot, these state agencies can make large quantity purchases through our Pro Desks and gain the added advantage of reduced pricing for that specific order.

Executive Summary

Home Depot, building on our local presence of over 180 stores in Texas, are pleased to propose a statewide plan to supply maintenance, repair, and operations (MRO) supplies to State entities under the auspices of our existing US Communities contract 05091. Home Depot provides all Texas government entities access to an un-paralleled inventory of MRO, building materials, and hardware items. Professional building and maintenance people will be able to conveniently meet their needs for MRO products and building hardware from a local Home Depot retail store, and plan procurements from the www.homedepot.com web site which displays and distributes many of the products found in our stores.

If our US Communities based proposal is accepted, it will become a primary instrument under which Home Depot does business with the State of Texas government entities. In conjunction, our sales force will be continue to be trained in the mechanics of the US Communities based partnership with the State and directed to identify with its terms at all opportunities.

Consistent with our US Communities contract, Home Depot emphasizes our everyday low price guarantee: the price charged any public agency will be the lowest available in that market at that time for the identical item or we will match the price and refund 10% of the difference in accordance with standard Home Depot return policies. In addition, the US Communities contract provides for rebate incentives back to the State based upon purchase volume.

Home Depot offers a robust selection of products in all MRO, hardware and building product categories at each of our locations. Some of the categories are notable strengths of ours, and almost define our business (e.g., building materials and paint).

It is important to note that not all categories of merchandise are equally well represented in each of our store locations. This difference reflects practical issues regarding material handling and the distribution of certain classes of products. If a category is better represented in one location than another, it is driven by historical needs of the local population.



*Home Depot U.S.A. Inc.
Proposal for
TPASS Managed US Communities based Contract
Executive Summary
Enclosure (1)*

About the Home Depot

Home Depot and its family of subsidiaries are among the most well-known and widely-respected corporations in America. We have been a public company since 1981, and our common stock trades on the New York Stock Exchange under the ticker symbol "HD". The company is included in the Dow Jones Industrial Average of thirty stocks, and in the Standard & Poor's index of 500 industrial stocks.

Home Depot is the world's largest home improvement specialty retailer with stores in all 50 states, the District of Columbia, Puerto Rico, U.S. Virgin Islands, 10 Canadian provinces, Mexico and China.

We are one of the nation's largest advertisers, and we utilize a broad range of mass media and targeted media. We also incorporate major sponsorships into our marketing plan, such as NASCAR®, the U.S. Olympic® team, The Home Depot Center, ESPN Game Day®, CBS® College Football and a number of home and garden television shows.



*Home Depot U.S.A. Inc.
Proposal for a
TPASS Managed US Communities Based Contract
Enclosure (2)*

Home Depot U.S.A. Inc.

Proposal to

Texas Comptroller of Public Accounts

for

Texas Procurement and Support Services (TPASS)

Managed US Communities based

Maintenance, Repair and Operations (MRO) Supplies Agreement

- Support Plan



I. Home Depot Background Information

Home Depot was founded in 1978 in Atlanta, Georgia and is today the world's largest home improvement retailer, operating over 2,000 stores across North America – including over 180 stores in Texas, and employing more than 300,000 skilled associates. We cater to everyone with building needs, from government entities, to do-it-yourselfers, to professionals. Home Depot currently operates in all 50 U.S. states, the District of Columbia, Puerto Rico, 10 Canadian provinces, and Mexico; with recent expansion into China.

Home Depot operates primarily as a cash and carry retailer, and therefore relies on our hundreds of thousands of sales associates who staff our many retail stores to meet customers face-to-face and address their needs.

Home Depot and its subsidiaries hold for resale more than \$10 billion in inventory. Approximately ninety percent is on the shelves of our retail stores ready for immediate purchase; the rest are “in the pipeline”, housed in the distribution centers ready to replenish the merchandise sold at our stores.

A typical Home Depot store stocks 40,000 to 50,000 products during the year, including both national brand name and proprietary items. We buy our store merchandise from suppliers located throughout the world. We are not dependent on any single supplier. Most of our merchandise is purchased directly from manufacturers, which eliminates “middleman” costs. Competitive sources of supply are readily available for substantially all of the products we sell in Home Depot stores.

We are committed to being the supplier of choice to a variety of professional customers, including government customers, building maintenance professionals, carpenters, plumbers, painters, electricians, remodelers, and designers. We continue to expand our “Pro” initiative, which adds programs to our stores that are designed to increase sales to professional customers (including government customers). Stores participating in the program have added associates at a sales desk dedicated to providing more personalized service to professional customers, including managing accounts and taking and filling orders for pick-up or delivery. Additionally, during the hours when professionals typically shop, these stores have assigned sales associates in certain departments to better assist these customers. We have also increased the available quantities of products typically purchased by professionals in bulk, and we offer certain items in each department packaged in bulk to provide additional savings. This initiative continues to be introduced to the stores that have a significant volume of professional customers.



II. Home Depot US Communities Based Capabilities and Implementation

Home Depot U.S.A., Inc. (Home Depot) is pleased to submit this proposal in response to the Texas Comptroller of Public Accounts request for a TPASS Managed Contract based upon our competitive pricing for the products in our The Home Depot stores requested in the solicitation and the terms of our existing US Communities cooperative purchasing contract. The Home Depot contract includes incentives that provide for annual rebates to purchasing entities based upon sales volume as follows:

- At least \$25,000 to \$100,000 Annual Net sales = 1% Rebate of Net Sales
- Over \$100,000 Annual Net sales = 2% Rebate of Net Sales

Home Depot proposes that after the appropriate registrations, the Texas government agencies authorized to procure under the TPASS Managed Contract make all their purchases through the existing US Communities procurement vehicle at our local The Home Depot stores. In addition, we have included herein the required information in the States' RFP to demonstrate our value proposition and capabilities.

This offer, on a transactional level, is based upon the traditional walk-in/walk-out procurement activity with orders processed through our individual stores. Each store stocks typically 40,000 to 50,000 products. If an item is out of stock our sales associates can provide information to the government buyer regarding estimated fill time. Typically, our stores are serviced by the distribution centers multiple times during any week; so out of stock issues are minimized.

In addition, as the largest building supplies retailer/distributor in the country, Home Depot maintains billions in inventory with the majority on the shelves of our retail stores ready for immediate purchase.

Pricing, Rebates, and Sales Reporting Requirements Support

As a non-catalog based retailer, our retail locations will support the authorized State procurement customers with our everyday low retail prices, and the price-matching promise available to all purchasers. Participating agencies will be required to provide tax exemption information, from their tax exempt registration under www.homedepot.com, at the time of transaction to ensure no tax is incurred on the sale. In addition, to ensure the procurement is tracked as a US Communities sale it is important that the buyers register their bankcards on the secure and restricted web site.

Our pricing is based upon our everyday low retail price and the vendor relationships we maintain across the country. The Pro Sales desk is the preferred location for the participating agencies to process transactions, due to the highly trained staff available for government procurements. It is expected that the majority of the transactions will be processed as credit card sales. Home Depot can accept Purchase Orders (POs) provided that at the time of transaction a payment vehicle is provided – such as a Home Depot Net 30 account or credit card number. These transactions will be processed as a credit card sale.



*Home Depot U.S.A. Inc.
Proposal for a
TPASS Managed US Communities Based Contract
Enclosure (2)*

Home Depot will keep a record of the purchases made pursuant to the US Communities Contract as well as Contractor's performance and submit a report of such purchases and performance to US Communities on a quarterly basis, whereas the State will have access to analyze the sales information therein. This quarterly report provides for comparative purchases on registered State credit cards (and/or associated Home Depot Net 30 Accounts) and the transaction specific information provided on the card providers invoice. In addition, on a no more than a bi-annual ad hoc basis, the Contractor can provide the State with specific purchase information that may include elements such as: year-to-date total and the following information for the preceding quarter: number of orders, product (SKU) level sales data, total order volume (dollar value), total number of orders by User Agency (as registered with Contractor), and any additional requested information.

Home Depot's US Communities contract based proposal includes a tiered annual rebate for participating entities, rather than transactional discounts. These tiered rebates are as follows:

- At least \$25,000 to \$100,000 Annual Net Sales (Pretax) = 1% Rebate
- Over \$100,000 Annual Net Sales (Pretax) = 2% Rebate

The annual rebate shall be paid to the State no later than sixty days following the end of the most recent calendar year. Contractor's payment of the annual rebate shall be made by check. The annual rebate incentives can be utilized as determined by the State.

The terms of our proposal offering take precedence over any conflicting terms in the RFP.

Eligibility for rebate incentives to the state requires completion of the web-based enrollment requirements through <https://cpr.homedepot.com>. Eligible sales will commence upon completion of the enrollment based upon sales that occurred on those accounts from that date through the contract year. The web enrollment process accommodates the secure inclusion of credit card accounts, and the capability to add/remove accounts during the performance of the contract. Tracking of cards will begin once the cards are successfully enrolled via the website.

Home Depot will rely upon the completeness and accuracy of the credit card information and other pertinent information provided to Home Depot for purposes of enabling Home Depot calculate the disbursements due such businesses hereunder; the state represents and warrants that such information will be complete and accurate.

An operating premise for retail outlets is that most customers will take their purchases with them; delivery from retail outlets, while offered, should be viewed as a convenience above and beyond usually expectations. This premise is consistent with the US Communities contract. Delivery ARO will depend on a number of reasonable variables, and should be discussed with an in-store associate at the time of purchase.

Home Depot's offer is based upon procurements through our stores only. Internet ordering through www.homedepot.com is available to any state government purchaser but tax exemption is not available through that avenue.



Website Requirements Support

Home Depot can provide a landing page on www.homedepot.com consistent with other TPASS suppliers inclusive of the following information:

- Include pertinent contract information
- Include Points of Contact
- Include retail store locations in the state

In addition, this link will be provided to TPASS for inclusion on State website(s).

Product Warranty Information

The Home Depot is a reseller of products and as such does not provide a warranty for the products it supplies hereunder, and only the warranty given by the manufacturer, if any, shall apply. The Home Depot will not object to State purchasing entities seeking recourse against product manufacturer under any manufacturer warranty terms that may apply, subject to any limitations or conditions of such warranty. The parties agree that seeking recourse exclusively from manufacturers in connection with any product failures shall be State purchaser's exclusive recourse in the event of a product failure. Further, the foregoing is in lieu of any other warranties whether written, oral, implied or statutory, and sets forth State purchaser's exclusive remedies in the event of a product failure. No implied statutory warranty of merchantability or fitness for a particular purpose shall apply.

Other Requirements Support

As a result of our broad reach across the State of Texas, Home Depot has the unmatched capability to support this contract with our existing resources without the need of additional subcontractors or distributors.

The State has the benefit of hundreds of customer service representatives available to them at our over 180 stores in the state. Our Pro Sales Managers have a team of people in each store who are dedicated to supporting the government and professional customers to ensure they get the products they need, when they need them. The hours of operation of retail stores will vary slightly due to seasonality. A phone call to one's local store is recommended. The location and phone number of the nearest store can be found at www.homedepot.com and on the list contained in this submittal.

Further assistance is available through the regions' Government Sales Manager who will work as the top level points-of-contacts to assist in resolving issues any TPASS government purchaser may have when procuring through our stores. Of course, this is in addition to the resources (i.e. store management) available at the individual stores. The Government Sales Manager will support any scheduled business review meetings to evaluate performance and mitigate issues with the TPASS purchasing leadership.



III. US Communities Contract 05091 Information

Home Depot is pleased to provide the below information regarding our US Communities Contract (05091), since 2005, servicing state and local government procurement offices for maintenance, repair, and operations (MRO) hardware superstore items procured on a walk-in/walk-out basis from our ~ 2000 retail locations throughout the United States.

Contract 05091

Contract Period: December 1, 2005 through November 30, 2011

See www.uscommunities.org, for more detail regarding our US Communities Contract. We have also included a copy of that contract in this submittal